

Copyright  
1921  
W. A. R. F. E. N



ENCLAVES OF SINGLE TAX  
*BEING A COMPENDIUM*  
*OF THE LEGAL DOCUMENTS INVOLVED*  
TOGETHER WITH A HISTORICAL DESCRIPTION

BY  
CHARLES WHITE HUNTINGTON



PUBLISHED BY FISKE WARREN  
HARVARD MASSACHUSETTS  
1921

COPYRIGHT  
S. D. WARREN  
1921

*Printed at The Merrymount Press, Boston*  
*[on Library Text of S. D. Warren Company]*

UNIVERSITY OF SOUTHERN CALIFORNIA LIBRARY

TO THE MAN OF HYMETTUS  
THE FIRST ENCLAVIAN  
THIS BOOK  
IS RESPECTFULLY DEDICATED

Such was the origin and such the vicissitudes of the tyranny of Pisistratus. His administration was temperate, as has been said before, and more like constitutional government than a tyranny. Not only was he in every respect humane and mild and ready to forgive those who offended, but, in addition, he advanced money to the poorer people to help them in their labours, so that they might make their living by agriculture. In this he had two objects, first that they might not spend their time in the city but might be scattered over all the face of the country, and secondly that, being moderately well off and occupied with their own business, they might have neither the wish nor the time to attend to public affairs. At the same time his revenues were increased by the thorough cultivation of the country, since he imposed a tax of one tenth on all the produce. For the same reasons he instituted the local justices, and often made expeditions in person into the country to inspect it and to settle disputes between individuals, that they might not come into the city and neglect their farms. It was in one of these progresses that, as the story goes, Pisistratus had his adventure with the man of Hymettus, who was cultivating the spot afterwards known as "Tax-free Farm." He saw a man digging and working at a very stony piece of ground, and being surprised he sent his attendant to ask what he got out of this plot of land. "Aches and pains," said the man; "and that's what Pisistratus ought to have his tenth of." The man spoke without knowing who his questioner was; but Pisistratus was so pleased with his frank speech and his industry that he granted him exemption from all taxes. *From the "Oeconomica," Chapter xv, Forster's Translation.*



# CONTENTS

	PAGE
WHERE IS THE VANGUARD OF THE SINGLE TAX?	1
ENCLAVES OF SINGLE TAX	4
FAIRHOPE	7
<i>Town Planning Scheme</i>	15 b
<i>Declaration of Incorporation of Fairhope Single Tax Corporation</i>	16
<i>Charter</i>	17
<i>Constitution</i>	18
<i>List of Members of Corporation, 1920</i>	25
<i>Lease</i>	28
<i>Lessees and Rentals, 1920</i>	30
ARDEN	35
<i>Constitution and By-Laws</i>	41
<i>Deed of Trust</i>	46
<i>Lease</i>	49
<i>Raiffeisen Guild</i>	
<i>Rules</i>	50
<i>Application for Loan</i>	53
<i>Assessment of Land Rents for 1920</i>	54
TAHANTO	58
<i>Deed of Trust</i>	62
<i>Lease</i>	73
<i>Constitution</i>	76
<i>Rental Assessments for Year ending March 31, 1921</i>	78

# CONTENTS

<b>HALIDON</b>	80
<i>Deed of Trust</i>	82
<i>Lease</i>	89
<i>Constitution</i>	92
<i>Rochdale Society of Halidon</i>	
<i>Agreement of Association</i>	94
<i>Constitution</i>	95
<i>By-Laws</i>	99
<i>Rental Assessments for Year ending March 31, 1921</i>	100
<b>FREE ACRES</b>	102
<i>Certificate of Incorporation</i>	107
<i>Conveyance and Covenant</i>	108
<i>Constitution and By-Laws</i>	111
<i>Lease</i>	116
<i>Leaseholders</i>	117
<b>SANT JORDI</b>	118
<i>Acta de Fideicomissió</i>	120
<i>Contracte de Lloguer</i>	130
<i>Constitució</i>	133
<i>Deed of Trust (English translation)</i>	136
<i>Lease (English translation)</i>	146
<i>Constitution (English translation)</i>	148

## INTRODUCTION

A TALE is told of a man who, having been long and hopelessly in prison, finally tried the door of his cell, and, finding it unlatched, went out to freedom. A similar revelation has come to a few single taxers.

Multitudes since the time of Henry George have believed in single tax, and have represented their belief by somewhat hopelessly agitating for legislation. But during all this period the way was open to achieve the same end without it. This way has been followed by a few persons, and the six resulting areas in which single tax exists shine like minute white stars against the darker background.

Some one once said to Charles Lamb, "There is a spot upon your coat, Mr. Lamb." "Clean spot, you mean," rejoined he.

These clean spots, as being enclosed by the huge system from which they have freed themselves (each in its own degree), are called "enclaves," and are described in the following pages.

In the area comprehended by the United States, including Alaska, Hawaii, and Porto Rico, the five enclaves represent a proportion of 224 parts in a hundred million; in Andorra, 5000 parts in a hundred million.

Are these enclaves worthy of being expanded? Are they worthy of being multiplied? This book is offered as a part of the evidence.

FISKE WARREN

*Tahanto, 1921*





## WHERE IS THE VANGUARD OF THE SINGLE TAX?

CONTRIBUTED BY FISKE WARREN TO *Fairhope Courier and Arden  
Leaves*, 1912

**R**ETURNING from Andorra, the oldest republic in the world—one hundred and seventy square miles of liberty, defended by the Pyrenees as Switzerland by the Alps—I put myself the question as above. Andorra is a country with no taxes on improvements and no tariff at her borders, to which goods can be brought in bond through France and Spain, a country not even mentioned in my good friend Fillebrown's valuable *Single Tax Handbook*; and yet, where stands even vaunted Vancouver in the comparison? Does not British Columbia still get her revenues in Vancouver, as well as in other parts of her territory, from taxes on polls, real estate (including buildings and other improvements), and incomes? Does not the tariff afflict all of Canada, of which British Columbia is a part? Even Vancouver herself does not take the whole of the economic rent. In the light of the facts, how grotesque becomes the claim of her ex-mayor, L. D. Taylor, that the city has adopted "the Single-tax System in its entirety." Truly, I think the six thousand inhabitants of Andorra need not yield the place of honor to Vancouver.

Moreover, there is no army in Andorra; there is no graft, there is little or no crime, the richest man has no more than \$100,000, and, on the other hand, I saw only one beggar. The expenses of government per capita, both local and national, are less than one-half of the expenses with us of our national alone—and all this in spite of, or, as some perverse ones would say, by reason of, the fact that there is no printing-press within the limits of the republic, no free system of public schools, that literacy of the barest

## *WHERE IS THE VANGUARD OF*

kind hardly embraces one-half of the adults, and that till within a year or two no wheeled vehicles could enter the country, and even now cannot reach its capital and centre. This is the republic that has known how to maintain itself with dignity and success since the days of Charlemagne, a steady-going democracy, while on both sides, in France and Spain, the Andorrans could see the insolence of dynasty after dynasty, despotism after despotism, war after war, passing like phantasmagoria. Indeed, except that the suffrage is restricted to the heads of the families, democracy is at its freest, and self-government ramifies upwards from the smallest units. For the affairs of a country no bigger in population than many a town in New England are dealt with as a whole by the council-general, which also elects the Syndic or President; then there is a council for each of the six parishes, and finally the parishes are themselves divided into several divisions, each governed by a council composed of all the heads of families.

But there are some defects in Andorra. The revenues are derived about half from letting public lands, chiefly to foreigners, for grazing, and half from licenses, new roads being paid for by a special tax on cattle, while no tax whatever is laid on land. Hence flow the natural ills. The mines remain unworked, the water-powers remain undeveloped, and the lands most valuable for agriculture are held perennally by the old families, or made the subject of speculation, while the cadets of the new generation must emigrate or be helpless in the land of their birth. Thus the population remains at six thousand from time immemorial. There are portents of a change, however; a new temper is showing itself, and a crisis looms up ahead, at which the issue may be either the taking of the economic rent, or appropriation for the benefit of the landless. May Andorra then be wise and choose the former, adopting the Single Tax in its integrity, thus substituting the just for the arbitrary and evolution for revolution!

## *THE SINGLE TAX*

To take the tax from improvements and put it on land alone brings no terrors to the would-be monopolist, but only to the actual. All the unearned increment of the future is his, as before, and his buildings are untaxed. Indeed, he has a real advantage. Yet this is all to which Vancouver is committed. This contains no gospel for those unfairly handicapped in life's race.

To give equal access to the earth by taking the economic rent and to liberate enterprise by untaxing improvements—this is what the five free communities of Fairhope, Arden, Tahanto, Free Acres, and Halidon stand for. Is it not clear that they alone are in the van of the Single Tax? To make them perfect requires only the complement of free trade, which is not theirs to provide, alas! or they would hasten to provide it.

## ENCLAVES OF SINGLE TAX

**T**HE word "enclave," as used by Single Taxers, means an area of land where the economic rent<sup>1</sup> is collected under the terms of leaseholds and used to pay certain of the taxes levied by the town, county, state, or nation.

An enclave may or may not be a colony, this depending upon whether its characteristic note is attracting settlers or extension of territory, the bringing of the people to the land or of the land to the people. The first class of enclaves, which can properly be spoken of as colonies, is represented by Fairhope in Alabama, Arden in Delaware, and Free Acres in New Jersey; the second class by Tahanto in Massachusetts, while Halidon in Maine represents a compromise between the two, for although in theory it is like Tahanto, its growth has consisted more largely in accessions of colonists than in accessions of land. All the enclaves are identical in the principle of taking the economic rent and using it in payment of taxes. In all of them, therefore, improvements<sup>2</sup> are exempt from taxation. Thus in essence the Single Tax prevails; but, on the other hand, in no one of them has there been any attempt to pay either the customs or the excise or the national income tax, or to make good the artificial increase in the prices of domestic goods due to the "protective" policy. Thus, to a substantial degree, the plan as so far exemplified fails to realize the splendid conception of Henry George of a Single Tax on the value of land, involving freedom of trade with foreign countries and freedom from interferences at home. But it is much to untax improvements, and thereby to untax local industry.

<sup>1</sup> Economic rent is such annual payment as represents the value involved in the right to use the bare land, that is, the land considered as being without buildings, crops, trees, etc.; it may be defined as the annual site value.

<sup>2</sup> Buildings, roads, crops, trees, etc., are commonly regarded as improvements; the difference between the bare land and the same land in tillage is an improvement.

## ENCLAVES OF SINGLE TAX

The vitality of the enclaves is to be noted. All of the many socialistic communities of America, with the notable exception of Amara in Iowa (and it although still vigorous is now suffering decline), are either dead or dying, while each of the Single Tax communities has grown in strength with the successive years. It was but natural at the beginning that many Single Taxers should have been doubtful about the issue. The judgment of Henry George himself, when consulted regarding Fairhope, was unfavorable. He thought it inadvisable to risk the reputation of the Single Tax on the success of a pioneering experiment in land, which might fail for practical reasons entirely unconnected with the principle; moreover, the project seemed to him more akin to the nationalization of land than to the Single Tax which he advocated.

Time has invalidated the first of his objections, as is evidenced by the following figures, which show the growth in recent years of the five enclaves in the United States.

### FIVE ENCLAVES: FAIRHOPE, ARDEN, TAHANTO, FREE ACRES, HALIDON

<i>Year</i>	<i>Gross Rent</i>	<i>Per cent of Increase</i>	<i>Sq. km.</i>	<i>Sq. miles</i>
1911	\$5,109		17	7
1912	6,447	26	17	7
1913	8,275	28	18	7
1914	8,933	8	19	8
1915	10,393	16	19	8
1916	12,881	24	19	8
1917	14,117	9	20	8
1918	14,453	2	20	8
1919	17,748	23	20	8
1920	17,410	-2	20	8

This growth, amounting to 247 per cent in the last nine years, cannot be deemed other than satisfactory, when it is remembered

## ENCLAVES OF SINGLE TAX

that the speculative fever, which so often explains the rapid expansion of Western towns, has been absent.

Varying opinions are held as to the value of enclaves for the purpose of propaganda, some holding that they are too limited to be effective; but this point needs no discussion here. It is enough for the justification of enclaves that they demonstrate the practicability of the Single Tax, that they give opportunities not to be found elsewhere for their inhabitants, and that they furnish much needed laboratories where minor, yet very important, points, about which Single Taxers differ, can be determined by experience. Some of these points are: Shall railroads be publicly owned or operated? Shall mines be treated by taking the economic rent, as under the ordinary rule of Single Tax; or shall they be regarded as a capital value to be reproduced elsewhere on the earth as a capital value in proportion as the mines are depleted? Shall the distribution of water, gas, and electricity be communal or private? How nearly is it practicable to take the whole economic rent? Shall a forest be called a site value or an improvement? Can the increment in rent due to private water-works be collected as a proper part of the economic rent? After collecting the economic rent and paying the ordinary expenses, can the remainder, if any, be devoted to any purpose whatever, or how shall expenses that are properly governmental be defined?

[The above account is largely a revision of an article with the same caption in the *Single Tax Year Book* (1917), published by the Single Tax Review Publishing Company, Sun Building, New York City.]

## FAIRHOPE

**F**AIRHOPE is the oldest and most important Single Tax colony in the world. It had its beginning in 1895 on the eastern shore of Mobile Bay, Baldwin County, Alabama, when a few venturesome and courageous men and women bought 135 acres of land for \$771. This land with the additions subsequently made, including buildings, is now worth probably a full million dollars.

The enterprise originated some two years prior to 1895, during which two years a small group of men in Des Moines, Iowa, drawn together by friendship and common convictions, conceived the idea and formed the plan of practically testing Henry George's views of the Single Tax. Only four of these men became actual residents of Fairhope. They were James Bellangee, S. S. Mann, James P. Hunnel, and Ernest B. Gaston. Iowa, Ohio, Pennsylvania, Missouri, Minnesota, and the Pacific Coast were represented by the original settlers.

The general location, as well as the actual site of the colony, was determined by vote of those interested after diligent investigation by a committee. The original tract of land was added to by subsequent purchases from time to time, and notably by a gift of about 2000 acres from Joseph Fels, until at the present time the enclave comprises nearly 4000 acres, about seven-eighths of which is under lease. When first occupied, this section was the wildest spot along the eastern shore of Mobile Bay, being covered for the most part with young pine timber of practically no commercial value, but hard to get off the land. For the earliest settlers to begin in this place the founding of the model community which had been the object of their dreams required imagination, faith, and courage. Much of the first stump-clearing from streets was done by volunteers on Saturday afternoons.

## FAIRHOPE

A "coöperative" store was established at the beginning, though subsequently abandoned. A "town well," over a hundred feet deep, was put down, the precursor of the present pumping plant and power house.

The original legal organization was called the Fairhope Industrial Association, incorporated in Des Moines, Iowa, in the spring of 1894 with seven charter members. Ten years later this Industrial Association was succeeded by the Fairhope Single Tax Corporation, incorporated August 9, 1901, under the laws of Alabama. The municipality of Fairhope was incorporated in 1908, and covers 11,000 acres, 40 per cent of which belongs to the enclave, the rest of the land in the municipality being privately owned. The population of the municipality according to the census of 1920 is 853, as compared with 590 in 1910, a gain of 44 per cent.

When the Industrial Association was formed, the following statement of principles was announced :

" . . . The only plan of co-operative colonization ever proposed, which secures the benefits of co-operation and yet preserves the perfect freedom of the individuals.

" Its purpose is to establish and maintain a model community or colony free from all forms of private monopoly, and to secure for its members therein equality of opportunity and the full reward of individual effort and the benefits of co-operation in matters of general concern.

" The law of equal freedom is the cornerstone of its plan; that 'everyone has freedom to do as he wills, provided he infringes not the equal freedom of any other.'

" In government, the law is applied by personal instead of stock vote; with no distinction of sex; and the initiative and referendum.

" In land-holding and use, by the principles of the Single Tax,



## FAIRHOPE

the association holding the title to all lands and leasing to individuals in quantities to suit at a rental which shall equalize the varying advantages of location and natural qualities of all tracts.

“In medium of exchange by the issuance of its non-interest-bearing notes for services and products, redeemable in services, products, and land rents.

“In commerce by association stores, selling goods to members and non-members alike, and dividing the profits quarterly among members in proportion to their purchases, and by acting as agent for its members in the sale of their products, charging only cost of service rendered.

“In natural monopolies, supplying water, light, power, telephones, transportation, etc., by association control and operation at cost.

“Participation in all co-operative features is purely voluntary, all being at perfect liberty to buy or sell where they please, to use the association’s medium of exchange or let it alone as they please. In short, to be the absolute directors of their own actions—limited only by the law of equal freedom, before enunciated. . . .”

The socialistic features suggested in the above statement became embodied in the early days of the colony in a “co-operative” store, a “co-operative” newspaper, a wharf, a steamer, water-works and the Fairhope Exchange, organized to facilitate the exchange of products and services, to acquire machinery and operate industries. Most of these had a relatively brief existence. The paper, the *Fairhope Courier*, passed into the ownership of Mr. E. B. Gaston, who had previously been its editor, and who has continued in that capacity, and also as publisher, ever since. The store became privately owned. The steamer was burned. The wharf was demolished in a storm, and was turned over to trustees who reconstructed it. The water-works now belong to the municipi-

## *FAIRHOPE*

pality. The success of the colony, which has exceeded the expectations of most of its advocates, has not been appreciably retarded by the failure of these socialistic experiments, but has been due to its land policy with its collateral advantages to lessees.

The Charter of the Fairhope Single Tax Corporation provides: "The purpose of said corporation is to demonstrate the beneficence, utility, and practicability of the Single Tax theory with the hope of its general adoption by the governments in the future, in the meantime securing for ourselves and our children and associates the benefits to be enjoyed from its application as fully as existing laws will permit, and to that end to conduct a model community free from all forms of special privilege, securing to its members therein equality of opportunity, and the full reward of individual efforts and the benefits of co-operation in matters of general concern, holding all land in the name of the corporation and paying all taxes on the same and improvements and other personal property of lessees thereon (moneys and credit excepted), charging the lessees the fair rental value."

It is to be noted that, although in the leases the corporation agrees to pay only the taxes levied by the county and state, it has, since the foundation of the municipality, paid in addition the taxes levied by the municipal authorities, also road and poll taxes.

The earlier contention, which not unnaturally arose regarding the fixing of rents, has been greatly reduced by the introduction of the Somers System of valuation, beginning with 1914. But the Somers System concerns itself chiefly with relative values, and there appears good reason to believe that the standard adopted, which turns mainly on a comparison with values outside the enclave, is considerably below the economic rent.

Relatively few lessees are members of the corporation and therefore entitled to vote, as membership is conditioned upon the pay-

## FAIRHOPE

ment of \$100. Moreover, compliance with these conditions does not necessarily admit one to membership, as that requires favorable action by the authorities, who may refuse to admit any one deemed undesirable, especially if he is lacking sympathy with the purposes and plan of the organization.

It is not surprising that this form of colony government, with its oligarchical flavor, has been the object of much dissatisfaction on the part of some of the lessees. This came to a head in 1915, when a suit was brought by one of the lessees for the dissolution of the corporation. A bill of complaint was filed in the Chancery Court, praying that the Fairhope Single Tax Corporation be dissolved on the twofold ground that the law under which it was organized was void under the Constitution of Alabama, and of the United States; and that Fairhope failed to fulfil the law and to exemplify the Single Tax. The Court held for the plaintiff, overruling all demurrers of Colony counsel; really, however, avoiding definite ruling on any of the points raised, and saying that, as it was certain to go to the Supreme Court, it might as well go there at once. But the Supreme Court of Alabama, on appeal by the Corporation, unanimously reversed the decision of the lower court, affirming that Fairhope is a "corporation *de jure*," and that nothing in the purpose or methods of the colony was opposed to public policy or in violation of the constitution. It said, too: "There is, as we understand it, a marked kinship between the Single Tax system as proposed by Henry George and what this corporation may do and appears to be doing under the warrant of its incorporation." Thus was removed a heavy drag upon the progress of the colony.

After a quarter of a century of existence, Fairhope makes a showing of which it need not be ashamed. It is the second town in Baldwin County, Bay Minette, the county seat, alone surpassing it in resident population, while Fairhope's large transient

## FAIRHOPE

population from its character as a resort both summer and winter probably gives a considerably greater actual population throughout most of the year. It has fine stores, a bank established in 1917, which has been strikingly successful, exceptionally good hotels, churches, fraternal organizations (the Free Masons and Pythians owning substantial buildings), and Women's Clubs affiliated with those of the state and nation. Besides the fine public school building, Fairhope prides itself upon its School of Organic Education. This was opened in 1907 by Mrs. Marietta L. Johnson, who is still the efficient principal, in a cottage with six pupils. It now owns eight school buildings on ten acres of land, the free use of which is given by the colony, and enrolled in the school year 1919-20 two hundred and twenty-five pupils and twenty-eight teachers. The most recent of the buildings is Comings Hall, an auditorium seating about six hundred, with a commodious stage. A cement track for roller skating runs around the interior. The School is called "Organic," inasmuch as it aims to perfect the entire organism, body, mind, and spirit, of the child. "A sound, accomplished, beautiful body, an intelligent mind, and a sweet and reverent spirit, is the immediate end and aim of organic education." The School receives pupils of the kindergarten age and advances them through the High School course until they are ready for college. It has a two years' training course for teachers, and departments of domestic science and manual training.

The nation-wide fame already attained by the School will be enhanced by the establishment, now under way, of the Fairhope Educational Foundation. Its aim is to organize and carry on over the whole country a campaign of publicity and action in support of the Fairhope School of Organic Education as a model and for the training of teachers, and for the creation of new schools on the Fairhope plan in or near the large cities of the East and the

## FAIRHOPE

West. Mr. Edwin S. Potter has been engaged as director to manage the work of the Foundation.

A distinctive feature of Fairhope is the People's Railroad. This has been built by an organization, which issues no stock, but whose members pay five dollars each. Funds for the construction of the road were obtained by the issue of bonds. About one and a half miles of the road are under operation, from the wharf at the pier head through the business section to a point near the limits of the municipality. It is proposed to extend the line about twelve miles through the enclavial land and beyond it to the towns of Silverhill and Robertsedale, at which latter point it will connect with the Louisville & Nashville Railroad.

The idea of those controlling the People's Railroad is that it shall follow the lines of co-operative effort so far as possible, the rates being limited to a fair earning and never to exceed the necessary charges and a surplus sufficient to provide for renewal of plant and amortization. Thus the benefits of the road will not be reflected in dividends, but in enhanced land values and efficient transportation, and will accrue to the entire community. Because these benefits are collectively enjoyed, it was thought fitting that the 1800-foot pier and the right of way through the enclave should be granted the railroad without money compensation.

Fairhope has an office for job printing in connection with its weekly newspaper, the *Fairhope Courier*; a public library with over four thousand volumes; public bath houses; ample reservations for parks; a nine hole golf course; municipally owned water works and electric light plant; a colony-owned telephone line; an ice plant; creamery; saw and planing mill; cabinet shop, making doors, windows, blinds, etc.; a brick and tile plant; garages and repair shops.

The climate of Fairhope is favorable, the thermometer seldom going above 95° or below 20°. Corn, oats, upland rice, sugar cane,

## FAIRHOPE

velvet beans, peanuts, Satsuma oranges, kumquats, grape-fruit, sand-pears, pecans, and figs are raised on enclavial land; some cotton is also grown. There never have been liquor saloons in the community, although until recent years not prohibited by law.

The following table shows the progress made since 1905, complete figures for the earlier years not being available:

<i>Year</i>	<i>Acres</i>	<i>Hectares</i>	<i>Gross Rent</i>
1896	350	142	
1897	670	271	
1898	670	271	
1899	670	271	
1900	1110	449	
1901	1250	506	
1902	1570	635	
1903	1410	571	\$990
1904	1452	588	1521
1905	1505	609	2256
1906	1513	612	2173
1907	3933	1592	3028
1908	3933	1592	3195
1909	3933	1592	3500
1910	3933	1592	3907
1911	3841	1554	4458
1912	3930	1590	5665
1913	3930	1590	5891
1914	3930	1590	5992
1915	3930	1590	7064
1916	3930	1590	6203
1917	3930	1590	7151
1918	3930	1590	8013
1919	3930	1590	7478

The winter brings to Fairhope an increasing number of people,

## *FAIRHOPE*

many being attracted by the advantages of the Organic School for their children, others by the climate. Among the prominent residents may be named President Edmund J. James, LL.D., of the University of Illinois, and Mr. Brooks-Lawrence, head of the Anti-Saloon League of Alabama.

The officers of the colony are as follows: President, Mrs. L. J. N. Comings; Vice-President, A. H. Mershon; Secretary, E. B. Gaston; Superintendent of Public Health, Mrs. Margaret Dyson; Superintendent of Industries, M. A. Bowen; Superintendent of Public Service, M. M. Cope; Trustees, Mrs. A. B. Call, G. L. Hop-  
ping, J. A. Patterson.





## FAIRHOPE TOWN PLANNING SCHEME

THE accompanying plan was worked out during its author's residence in Fairhope in 1920. Deeply impressed by the attractive life conditions and the economic prosperity of the colony, he thought that its marked urban growth in recent years required a scientific survey of the expanding community, in order to make available for it the advantages of a rational plan for its future development along lines similar to those of the Garden City Movement, to which the Single Tax Enclaves have many striking resemblances, particularly as illustrated by Letchworth in England and Fairhope in Alabama.

The remarkable achievements, in the pedagogical field, of the School of Organic Education in Fairhope, in keeping with the views of the most advanced leaders in American school reform, such as John Dewey and C. Hanford Henderson, have also in part inspired this scheme for a model city based on the same "Organic" principles. It was submitted to the Fairhope Single Tax Corporation in September, 1920, as a preliminary plan to be developed after closer study and adaptation to practical needs, and is at present under consideration by the authorities of the colony.

As the first result of the preliminary civic survey above mentioned, the plan aims to trace the broad essential lines which the future growth of the community should follow. These, as specified in the table of explanations on the plan, include all the important aspects under which a town-planning problem must be considered in order to deserve the name "Organic." They are:

I. A Communication or Transportation design, which in this case implies providing (*a*) a railroad to the nearest station of the main trunk line at Robertsedale on the Louisville and Nashville Railroad, and (*b*) a commercial wharf in addition to the existing

## FAIRHOPE

pier on Mobile Bay, to be reserved for passenger traffic. Two railroad stations, at the east and west ends of the town, are the main features of the proposed solution of the problem of securing the most efficient industrial activity without injurious effect upon the health, beauty, and well-being of the town. These stations are connected by the railroad following the outskirts of the town, while a trolley line through the main thoroughfare, Fairhope Avenue, connects the eastern station with the passenger pier.

II. A Zoning scheme, designed to afford convenient location for the industrial, commercial, recreational, and housing needs of the people. The following Zones are suggested, each to conform to special regulations as regards light, area and use of the buildings, in keeping with the purpose of each Zone :

(A) The Industrial Zones east and west (cross lines), close to each of the two above-mentioned stations, where all kinds of buildings for manufacturing purposes should be allowed.

(B) The Commercial Zone (solid black), intended for stores, shops, and offices, where there should be some limitations as to the height and cubical contents of the buildings, and from which noisy, smoky, or unsightly machinery should be excluded.

(C) The Rural Zone (dotted area), containing a thoroughly planned Park System, designed on the topographical basis of the two picturesque gulleys which intersect the town district and unite in the attractive Bay Beach.

(D) The Residential Zone, divided into three sections, central, east, and west, as explained in the plan,—the common rule for all these sections being adherence to the system of detached and single family houses, with sufficient space for private gardens.

III. A Street System, with provision for necessary public squares, the absolute lack of which in the existing plan is obviously wrong. The same can be said of its primitive gridiron street design; but, as it is now impossible to change this without close

## FAIRHOPE

study and injury to legitimate vested interests, the author's work has been perforce limited to introducing into this old *inorganic* plan the essential elements for an *organic* development; as, for example, the two public squares (marked with stripes) which have been cut out from the present street system,—the Western Square to serve as the necessary public space available for the occupants of the cheap dwellings in the Western Residential Zone, and to be used either as a playground or for a wholesale market in connection with the railroad terminal on the Commercial Wharf; while the other public space at the end of the Commercial Zone is to be the central feature of the whole organic scheme, with the title of—

IV. Civic Centre, divided into two principal sections: the northern side to be reserved for a retail public market, where farmers could daily sell their products; and the southern section, the Civic Centre in the strict sense, designed for the manifestation of every phase of civic life. In the area (marked B) between these sections is an ample reservation for all kinds of public buildings, or for a single large public building, including the City Hall, the Public Library, the Post Office, the People's Bank, offices of a public or semi-public nature, Chamber of Commerce, etc. The present auditorium of the Organic School (marked A) becomes in this connection the ideal site for the Community or Social Club, which should be one of the principal features of the Civic Centre, as being specially designed to promote the civic life in all its diversified expressions. The erection of the auditorium in this very place seems to furnish the providential means of supplying the necessary link between the *Cloister* (Organic School), as superior emblem of the spiritual life, and the *Forum* (Civic Centre), as the best embodiment of the temporal aims of the community. Thus we reach, in conclusion, the very corner-stone upon which is to be built the whole structure of our Organic City.

## DECLARATION OF INCORPORATION OF FAIRHOPE SINGLE TAX CORPORATION

WE, the undersigned, desiring to form a corporation under the provisions of an act for the organization of corporations not for pecuniary profit in the sense of paying interest or dividends on stock, but for the benefit of its members through their mutual co-operation and association, approved October 1st, 1903, do hereby declare:

1.

The name of said corporation shall be the Fairhope Single Tax Corporation.

2.

The names of its chartered members are Ernest B. Gaston, C. K. Brown, H. Creswell, J. Bellangee, George Knowles, Clara M. Gaston, Mary Hunnel, Mary E. Mead, Marie Howland, Wm. Stimpson, Frank L. Brown, Geo. W. Wood, Clara E. Atkinson, M. V. Watros, J. A. Patterson, Wm. Brown, Mrs. F. L. Brown, A. H. Mershon, C. L. Coleman, Sarah L. Coleman, Edith R. Wilson, C. H. Wilson, Anne B. Call, C. E. Littlefield.

3.

The purpose of said corporation is to demonstrate the beneficence, utility, and practicability of the Single Tax theory, with the hope of its general adoption by the governments in the future, in the meantime securing for ourselves and our children and associates the benefits to be enjoyed from its application as fully as existing laws will permit, and to that end to conduct a model community free from all forms of special privilege, securing to its members therein equality of opportunity, the full reward of individual efforts, and the benefits of co-operation in matters of general concern, holding all land in the name of the corporation and paying all taxes on the same and improvements and other personal property of lessees thereon (moneys and credits excepted), charging the lessees the fair rental value and, in the prosecution of its plans for the general welfare of its members, to do and perform all the acts and exercise all the powers permitted under section 5 of said act.

(Signed): Ernest B. Gaston, C. K. Brown, George Knowles, Clara M. Gaston, Marie Howland, G. M. Bancroft, D. K. Bancroft, Anna B.

## FAIRHOPE

Hail, Wm. Stimpson, Frank L. Brown, George W. Wood, Clara E. Atkinson, M. V. Watros, J. A. Patterson, Wm. Brown, Mrs. F. L. Brown, A. H. Mershon, C. L. Coleman, Sarah L. Coleman, Edith R. Wilson, C. H. Wilson, Anne B. Call, C. E. Littlefield, H. Creswell, J. Bellangee, Mary Hunnel, Mary E. Mead, William Call, N. Mershon.

Of these twenty-nine persons fifteen are still in Fairhope, seven are dead, two are in Mobile, one is in California, and four are no longer members.

## CHARTER

### OF FAIRHOPE SINGLE TAX CORPORATION

THE declaration in writing having been filed with me, setting forth that the subscribers thereto desire to form a corporation under the provisions of an act "To provide for the organization and regulation of corporations not for pecuniary profit in the sense of paying interest or dividends on stock, but for the benefit of its members and through their mutual co-operation and association," and giving the name of the proposed corporation as The Fairhope Single Tax Corporation, and the names of the charter members who are the same as the subscribers to said declaration as [*then follow the names as appearing in the application for charter*], and setting out the purpose of said corporation, I do hereby declare the parties aforesaid, their successors and associates, duly incorporated under the name of The Fairhope Single Tax Corporation; that the existence of said corporation shall be perpetual subject to the right of revocation by the legislature. Such corporation has the power to elect such officers as it may deem necessary in such manner and for such terms as it may provide, and remove the same at any time, and adopt such constitution and by-laws as it may see fit not in conflict with the constitution and laws of the state. Such corporation shall have the power to buy, sell, and lease real estate, to build and operate wharves, boats, and other means of transportation and communication; build, erect, and operate water-works, electric lighting and power companies, libraries, schools, parks, and do any other lawful thing incident to its purpose for the mutual benefit of its members, and may admit such other persons to participate in its benefits as it may see fit and upon such conditions as it may impose.

Given under my hand this the 10th day of August, 1904.

CHAS. HALL, *Judge of Probate, Baldwin County, Ala.*

# FAIRHOPE

## CONSTITUTION

### OF FAIRHOPE SINGLE TAX CORPORATION, 1913

#### *Preamble.*

Believing that the economic conditions under which we now live and labor are unnatural and unjust, in violation of natural rights, at war with the nobler impulses of humanity, and opposed to its highest development; and believing that it is possible by intelligent association, under existing laws, to free ourselves from the greater part of the evils of which we complain, we, whose names are hereunto subscribed, do associate ourselves together and mutually pledge ourselves to the principles set forth in the following constitution.

#### ARTICLE I: NAME.

The name of this organization shall be FAIRHOPE SINGLE TAX CORPORATION.

#### ARTICLE II: PURPOSE.

Its purpose shall be to establish and conduct a model community or colony, free from all forms of private monopoly, and to secure to its members therein equality of opportunity, the full reward of individual efforts, and the benefits of co-operation in matters of general concern.

#### ARTICLE III: MEMBERSHIP.

§ 1. Any person over the age of eighteen years whose application shall be approved by the Executive Council and who shall contribute to the Corporation one hundred dollars, shall be a member of the Corporation; provided that on petition of ten per cent of the qualified membership filed with the secretary within thirty days after action on any application by the Executive Council, such application shall be admitted to a vote of that membership.

§ 2. The husband or wife of a member shall, upon signing the constitution, also be considered a member and entitled to vote in the government of the Corporation, while such relation exists in fact; but only while such membership remains in good standing.

§ 3. Any member against whom complaint of violation of the spirit and purpose of the Corporation, or invasion of the rights of its members, is preferred in writing by ten per cent of the membership, may be expelled by the Executive Council, after full investigation of the charges preferred. Such investigation shall be public, and the accused shall be entitled to be represented by counsel.

## *FAIRHOPE*

§ 4. In case of the expulsion of a member, the Corporation shall return to him in lawful money of the United States the amount contributed by him to the Corporation.

§ 5. Certificates of membership shall be transferable only on the books of the Corporation, to persons acceptable as members.

### ARTICLE IV: SUPREME AUTHORITY

§ 1. Supreme authority shall be vested equally in the membership, to be exercised through the initiative and referendum as hereinafter provided.

§ 2. Each member not in arrears to the Corporation shall be entitled to one vote, and one only, at all elections involving changes in this constitution; but on elections of officers and questions concerning local administration of affairs, only those shall be entitled to vote who are in person on the Corporation grounds on the day of election, and who are not in arrears.

### ARTICLE V: OFFICERS.

§ 1. The officers of the Corporation shall be a president, a vice-president, a secretary, a treasurer, who shall be superintendent of Finance and Insurance, three trustees, and a superintendent of each of the following departments,—Lands and Highways, Public Service, Industries, and Public Health.

§ 2. The superintendents of the departments shall constitute the Executive Council of the Corporation.

§ 3. The president, vice-president, and secretary shall serve for terms of one year. The trustees shall serve for terms of three years, one being elected each year. The superintendents of departments shall serve for terms of two years,—the first named three being elected on the odd numbered years and the last named two on even numbered years.

§ 4. The president shall be the chief executive officer of the Corporation, shall preside over the meetings of the Executive Council, and have the deciding vote in case of a tie. He shall countersign all warrants drawn upon the funds of the Corporation under authority of the Executive Council, and perform such other duties as may herein or hereafter be provided.

§ 5. The vice-president shall, in case of the death, absence, or inability of the president, perform his duties.

## *FAIRHOPE*

§ 6. The secretary shall have charge of the records of the Corporation, act as clerk of the Executive Council, draw and attest all warrants upon the treasurer authorized by the Executive Council, have charge of the correspondence relating to membership, and prepare annually, and at other times when requested by the board of trustees, full statements of the condition of the Corporation in its various departments.

§ 7. The treasurer shall be the custodian of the funds of the Corporation, shall prepare and issue, under the direction of the Executive Council, the Corporation's non-interest-bearing obligations hereinafter provided for; and shall have general charge of the financial affairs of the Corporation, including the collection of revenues and department of insurance. He shall give good and sufficient bond for the faithful accounting of all monies coming into his hands.

§ 8. The trustees shall have general oversight of all affairs of the Corporation, shall have charge of all elections, canvass the votes cast and declare the result thereof, shall act as committee to audit all accounts and review all reports of officers and employees, and shall annually, and at other times in their discretion, submit reports advising the members of the condition and needs of the Corporation's business in all departments. They shall have access to the books and accounts of all officers and employees at all times. They shall receive compensation only for time actively employed, and shall hold no other office, either by election or by appointment.

§ 9. The superintendents of departments provided for in § 2 of this article shall have special supervision of the affairs of the Corporation in their respective departments and may employ such assistance as they deem necessary. They shall present to the Executive Council annually, and at such other times as requested by it, reports of the condition of the Corporation's business in their departments, and suggest such changes therein as will in their judgment best promote the interests of the Corporation.

§ 10. The Executive Council shall have general charge of the administration of the affairs of the Corporation, and to that end may make such rules and regulations not inconsistent with its laws as they may deem necessary; may select and employ such agents and assistants not otherwise provided for as they may deem necessary to conduct the Corporation's business; shall fix the compensation of all



## *FAIRHOPE*

officers and employees of the Corporation, which compensation shall not, however, exceed the earnings of like ability and energy in productive industry within its limits; shall make an annual appraisal of the rental value of all land held for lease by the Corporation; and shall perform all other duties necessary to the carrying out of the principles and purposes herein set forth.

### ARTICLE VI: INITIATIVE AND REFERENDUM.

§ 1. Upon petition of ten per cent of the qualified membership, any act of the Executive Council, legislative or administrative, or any measure proposed by the petitioners, shall be submitted to a vote of that membership at the time set in said petition; provided that where amendments to this constitution are proposed, thirty days' notice must be given, and on other matters at least twenty-four hours' notice.

§ 2. No measure of general legislation passed by the Executive Council shall be in force until thirty days have elapsed after its passage without the filing of a petition for its submission to the membership; provided that nothing in this section shall be construed to prevent the immediate taking effect of any order of the Executive Council necessary to the execution of measures already in force.

§ 3. Upon petition of twenty per cent of the membership entitled to vote upon election of officers, the question of the dismissal of any officer, however elected, or appointed, must be submitted to a popular vote.

### ARTICLE VII: ELECTIONS.

§ 1. The regular annual election shall be held on the first Thursday of February of each year.

§ 2. Special elections may be held at any time, at the discretion of the Executive Council, or on petition of ten per cent of the membership, provided that the notice provided in Article VI be given.

§ 3. At all elections printed official ballots shall be prepared, under direction of the board of trustees, on which shall appear in full any measure to be voted upon and the names of all candidates who may be placed in nomination in the manner hereinafter provided.

## *FAIRHOPE*

§ 4. Nominations for office may be made by petition of five per cent of the membership filed with the secretary ten days before the election.

§ 5. The name of any officer whose term of office expires at any election shall appear on the official ballot as a candidate for re-election unless he shall become disqualified to fill the position, or his declination in writing be filed with the secretary ten days before said election.

§ 6. All voting shall be by secret ballot.

§ 7. The affirmative votes of three-fourths of the members shall be necessary to amend or repeal any part of this constitution.

§ 8. In the election of officers, or on the passage of any measure not conflicting with this constitution, the decision of a majority of those voting shall be final.

§ 9. Should no candidate for an office receive a majority of the votes cast at any election, the trustees shall order a second election to be held two weeks thereafter for such officer, but only the names of the three candidates receiving the highest number of votes shall appear on the official ballot at said second election. If at the second election no candidate receives a majority, a third election shall be held two weeks thereafter; but only the two names receiving the highest number of votes at said election shall appear on the official ballot.

### ARTICLE VIII: LAND.

§ 1. There shall be no individual ownership of land within the jurisdiction of the Corporation, but the Corporation shall hold as trustee for its entire membership the title to all lands upon which its community shall be maintained.

§ 2. Its lands shall be equitably divided and leased to members at an annually appraised rental, which shall equalize the varying advantages of location and natural qualities of different tracts and convert into the treasury of the Corporation for the common benefit of its members all values attaching to such lands, not arising from the efforts and expenditures of the lessees.

§ 3. Land leases shall convey full and absolute right to the use and control of lands so leased and to the ownership and disposition of all

## *FAIRHOPE*

improvements made or products produced thereon so long as the lessee shall pay the annually appraised rentals provided in the foregoing section, and may be terminated by the lessee after six months' notice in writing to the Corporation and the payment of all rent due thereon.

§ 4. Leaseholds shall be assignable, but only to members of the Corporation. Such assignments must be filed for record in the office of the secretary, and the person to whom the same is assigned thereby becomes the tenant of the Corporation.

§ 5. The Corporation shall have a prior lien on all property held by any lessee upon lands of the Corporation, for all arrearages of rent.

§ 6. If any lessee shall exact from another a greater value for the use of land, exclusive of improvements, than the rent paid by him to the Corporation, the Executive Council shall immediately, upon proof of such fact, increase the rental charge against such land to the amount so charged, or sought to be charged.

§ 7. Nothing shall be construed to invalidate the Corporation's right of eminent domain. In all leases of land the Corporation shall reserve the right to resume the possession of the same for public purposes, on payment of all damage sustained by the lessee thereby, to be determined by three appraisers, one to be chosen by the board of trustees, one by the lessee, and the third by these two.

### ARTICLE IX: FINANCIAL.

§ 1. To provide its members with a safe, adequate, and independent medium for effecting exchanges of property and services, the Corporation may issue its non-interest-bearing obligations, which shall be receivable by it at their face value in full payment of all its demands.

§ 2. These obligations may be issued for all expenses of the public service, but no more shall be issued for such public services during any year than the estimated revenue available during said year for such purpose.

### ARTICLE X: PUBLIC UTILITIES.

No private franchise for the supplying of its members with such public necessities as water, light, heat, power, transportation facili-

## *FAIRHOPE*

ties, irrigating systems, etc., shall ever be granted by the Corporation, but it shall, as soon as practicable, erect and maintain the necessary plants, and perform such services, converting all revenues therefrom into the general treasury of the Corporation.

### ARTICLE XI: INSURANCE.

Recognizing insurance as a proper department of public business, the Corporation will provide for the insurance of its members and their property when desired at approximate cost of service.

### ARTICLE XII: PARKS, LIBRARIES, ETC.

Ample provision shall be made in platting the lands of the Corporation for land for parks and all other public purposes, and as rapidly as may be, lands thus intended shall be improved and beautified, and schools, libraries, public halls, natatoriums, etc., established and maintained at the expense of the Corporation for the free use and enjoyment of the members and their families.

### ARTICLE XIII: NO TAXATION.

No taxes or charges of any kind other than heretofore provided for shall be levied by the Corporation upon the property or persons of its members.

### ARTICLE XIV: PAYMENT OF TAXES.

All taxes levied by the state, county, or township on the property of the Corporation or any of its members, held within its jurisdiction, monies and credits excepted, shall be paid out of the general fund of the Corporation.

### ARTICLE XV: MAY DEAL WITH NON-MEMBERS.

Lands not desired for use by members may be leased to non-members, and any services which the Corporation may undertake to perform for its members may be performed also for non-members, at the discretion of the Executive Council, on such terms as it may provide.

### ARTICLE XVI: INDIVIDUAL FREEDOM.

The natural rights of its members to absolute freedom in production, exchange, associations, beliefs, and worship, shall never be abrogated or impaired by the Corporation, and the only limit to the

## FAIRHOPE

exercise of the will of individuals shall be the equal rights of all others.

### ARTICLE XVII: NO INDEBTEDNESS.

No bonds or mortgages, or interest-bearing indebtedness of any kind, shall ever be given or assumed by the Corporation.

## LIST OF MEMBERS

### OF FAIRHOPE SINGLE TAX CORPORATION, 1920

Anderson, Gilbert, address unknown, presumably St. Louis, Mo.  
Atkinson, R. L., 31 Reservoir Avenue, Jersey City, N. J.  
Bancroft, George M., and wife, Fairhope.  
Bostedo, L. G., and wife, Chicago, Ill.  
Bowen, M. A., and wife, Fairhope.  
Bowen, Thomas, and wife, Fairhope.  
Braam, Jacob W., and wife, Findlay, Ill.  
Brown, F. L., and wife, Mobile, Ala.  
Call, Miss Helen, Fairhope.  
Call, William, and wife, Fairhope.  
Campbell, Joseph C., Rochester, Pa.  
Christopher, Alice H., and husband, Boston, Mass.  
Coates, Walter, London, England.  
Coleman, C. L., and wife, Fairhope.  
Comings, Mrs. Lydia J. Newcomb, Fairhope.  
Cope, M. M., Fairhope.  
Craig, Thomas P., and wife, Colorado Springs, Colo.  
Crosby, Mrs. John S., New York City.  
Curtis, Mrs. Lenora, Portland, Ore.  
duChoine, Ruth I., and husband, Fairhope.  
Dyson, Marmaduke, and wife, Fairhope.  
Eckert, Charles R., Beaver, Pa.  
Fels, Mrs. Joseph, New York City.  
Ford, Charles C., address unknown.  
Ford, Fred C., address unknown.  
Gaston, E. B., and wife, Fairhope.  
Gaston, J. E., and wife, Fairhope.  
Hail, Anna B., Robertsedale, Ala.  
Hall, Bolton, and wife, New York City.

## *FAIRHOPE*

Hopping, G. L., and wife, Fairhope.  
Howarth, Jno. B., Detroit, Mich.  
Howland, Marie, Fairhope.  
Hussey, Dr. Mary B., East Orange, N. J.  
Johnson, Mrs. Marietta L., Fairhope.  
Kiefer, Daniel, and wife, Arden, Del.  
Littlefield, C. E., Fairhope.  
Lyon, T. P., Fairhope.  
McCarthy, John, and wife, Fairhope.  
McConnell, C. M., and wife, Fairhope.  
McDermid, M. J., Rockford, Ill.  
Mann, L. C., and wife, Ponca, Okla.  
Mann, S. E., and wife, Gladbrook, Ia.  
Mann, T. E., and wife, Gladbrook, Ia.  
Melville, A. J., Fairhope.  
Mershon, A. H., and wife, Fairhope.  
Mershon, N., Fairhope.  
Mogg, J. J., Fairhope.  
Moore, Marie B., 247 Duncan Ave., Jersey City, N. J.  
Noren, H. W., Pittsburg, Pa.  
Paton, J. S., West Palm Beach, Fla.  
Patterson, John, and wife, Fairhope.  
Powell, E. F., and wife, Fairhope.  
Preston, Ivy P., Fairhope.  
Reitz, Jacob, and wife, Chicago.  
Robinson, Iona Ingham, Hermosa Beach, California.  
Rockwell, Curtis, Fairhope.  
Rockwell, Franklin, and wife, Fairhope.  
Rockwell, Reuben, and wife, Fairhope.  
Rusby, George L., Nutley, N. J.  
Schemenour, William, address unknown.  
Schmidt, Hans, and wife, Fairhope.  
Smith, Bolton, and wife, Memphis, Tenn.  
Smith, Marion, and wife, Fairhope.  
Stimpson, William, and wife, Fairhope.  
Summer, W. S., and wife, Fairhope.  
Thornton, George H., and wife, Fairhope.  
Trenholme, A. K., and wife, Portland, Ore.  
Troyer, A. M., and wife, Fairhope.  
Watros, M. V., Marshalltown, Ia.

## *FAIRHOPE*

Wheeler, Dewey, Fairhope.  
White, A., and wife, Vallejo, California  
Whittier, A. N., and wife, Fairhope.  
Williams, E. R., Fairhope.  
Wilmons, Mrs. Hetty B., Fairhope.  
Wolcott, E. C., and wife, Warren, O  
Wolf, Mrs. Ada, Oakland, California  
Wood, George W., Fairhope.

# LEASE

This Lease, MADE THIS..... DAY OF....., 19....., BY AND BETWEEN

FAIRHOPE SINGLE TAX CORPORATION, OF FAIRHOPE, BALDWIN COUNTY, ALABAMA, AND.....

OF....., HEREINAFTER DESIGNATED AS THE LESSEE.

**WITNESSETH:** THAT THE SAID FAIRHOPE SINGLE TAX CORPORATION, FOR AND IN CONSIDERATION OF THE ANNUAL RENTALS AND COVENANTS HEREINAFTER MENTIONED, HAS THIS DAY LEASED TO AND SAID LESSEE TAKEN POSSESSION OF THE FOLLOWING DESCRIBED PORTION OF LAND TO WIT:.....

....., SECTION....., TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY ALABAMA, FOR THE TERM OF NINETY-NINE YEARS FROM THIS DATE UPON THE FOLLOWING TERMS TO WIT:

(1) The said lessee, his heirs or successors, shall pay to the said Fairhope Single Tax Corporation, its successors or assigns, in equal payments, on the first days of January and July of each year, the annual rental value of said land, exclusive of his improvements thereon, to be determined by the said Corporation through its Executive Council or Board of Directors, under its avowed principle of so fixing the rentals of its lands as to equalize the varying advantages of location and natural qualities of different tracts and convert into the treasury of the Corporation for the common benefit of its lessees, all values attaching to such lands, exclusive of improvements thereon. And the said lessee, for himself and his heirs, hereby expressly agrees that the said annual rent shall be determined by the said Corporation upon the principle just stated, and shall be expended by said Corporation, subject to the conditions hereinafter stated.

(2) The land herein leased shall be used for such purposes only as may not be physically or morally offensive to a majority of the resident members of the Fairhope Single Tax Corporation, and the lessee shall be subject to such reasonable sanitary regulations as may be imposed by the Executive Council or Superintendent of Public Health of said Corporation.

(3) In consideration of the payment of the rents herein provided for, the Fairhope Single Tax Corporation agrees with the said lessee to pay all taxes levied by county and state upon the land herein described and on receipt of the County Treasurer's receipt for taxes paid by him upon the improvements and other personal property held upon such lands—moneys and credits excepted—to give him a certificate of equivalent amount, receivable from bearer at its face value on rent, or in the discharge of any indebtedness to the Corporation. Provided that said lessee will appoint whomever may be designated by the Corporation as his agent to return his property for taxation, where permitted by law to do so; and that in no event shall the Corporation be bound to pay taxes on any more than the fair valuation of the property, on the basis required by law.

(4) And the said Fairhope Single Tax Corporation further agrees in consideration of the covenants of the said lessee herewith evidenced, that no part of the rents paid by him upon the land herewith leased, shall be appropriated as dividends to its members or any other persons, but that all shall be administered as a trust fund for the equal benefit of those leasing its lands.

(5) And the said Corporation still further agrees, that in the distribution of the benefits which its purpose is to secure for residents upon its lands, no distinction shall be made between individuals, whether members of the corporation or not, but that with the exception of the right of members as participants in the government of the Corporation, all shall be treated with strict equality.

(6) It is agreed by the parties hereto, that time is of the essence of this contract. All rents not paid within ninety days of the time the same become due, shall be subject to a penalty of one per cent per month until paid; and the lessor shall have a prior lien on all improvements upon the land herein leased, to secure the payment of the rent and for the payment of all other indebtedness of any description whatsoever, by the lessee to the lessor. If the land leased be unimproved, or in the judgment of the Corporation the improvements thereon are not of sufficient value to secure the payment of the rent and cost of collecting same, then, in such event, all rights under this lease shall be subject to forfeiture without notice, after the rents shall have been due and unpaid for ninety days; and the improvements, if any, shall revert to the lessor. Upon failure to pay the rents, or any portion thereof, for six months after the same become due, the lessor is hereby authorized to sell at public sale the improvements on any leasehold, for satisfaction of the amount due, after first giving ten days' notice by one publication in some paper published at Fairhope, Alabama, the cost of such publication and the making of such sale to be paid with the rent out of the proceeds of such sale, and the remainder, if any, to be returned to the lessee or such other person as may be authorized to receive the same. The lessor, its agent or attorney, may conduct such sale; and the party so conducting the sale is authorized to make, in the name of the lessee, proper conveyance of the property so sold. The lessee hereby waives all right of exemption of any property as against the collection of any debt due under this contract. The sale of the improvements under legal process shall work a forfeiture of all rights under this lease.

(7) The Fairhope Single Tax Corporation agrees that in case of its dissolution, either by voluntary act of its members or otherwise, and the division of its assets among its members, the said lessee, if a member, shall be entitled to have the land herein described and leased—or so much of it as he may designate—included in his portion, at its actual value at the time, exclusive of improvements thereon, and if it exceed in value such portion, to purchase the excess at such valuation. If not a member, the lessee may at such time acquire title to the land herein leased by paying to the Corporation its actual value exclusive of improvements upon it.

(8) The Fairhope Single Tax Corporation believes its title to the land herein leased to be good, and will use every proper means in its power to maintain the same; but it is distinctly understood that the Corporation, acting only with the benevolent purpose to secure land and administer it for the benefit of those who may desire its use, shall not be held liable for any losses resulting from defects in its title.



(9) The right is reserved by the Fairhope Single Tax Corporation to resume possession of all or any portion of the land herein described, for public purposes only, on payment of the appraised value of the improvements thereon.

(10) Should it become necessary to determine the value of said land or of the improvements thereon, in compliance with the provisions of Sections 3, 7, or 9 of this lease, the same shall be determined by a board of arbitration, one to be chosen by the Fairhope Single Tax Corporation, one by the lessee, and a third by the two.

(11) This lease is assignable only to members of Fairhope Single Tax Corporation, or to persons acceptable to it. Assignments must be filed for record in the office of the Corporation, and the person to whom the assignment is made becomes the tenant of the Corporation. It is not the intent of this provision to interfere with the temporary sub-letting of this property or any portion of it.

(12) Surface rights only are hereby leased. All mineral rights are reserved by lessor.

IN WITNESS WHEREOF, THE PARTIES HEREUNTO HAVE SET THEIR HANDS IN DUPLICATE, THIS.....

DAY OF.....191....

BY ORDER EX. COUNCIL.....19..      **FAIRHOPE SINGLE TAX CORPORATION**

By.....President

.....Lessee      .....Secretary

# FAIRHOPE

## FAIRHOPE LESSEES AND RENTALS

1920

Mrs. Martha M. Albers	\$14.90	Weldon E. Bronson	\$5.80
Mrs. B. C. Anderson	11.68	Jennie T. Brown	16.60
Anton Aranza	14.90	Mrs. Jennie L. Cain	9.98
Mrs. Candace Armagast	39.69	Mrs. Annie B. Call	77.85
Merton Armagast	11.64	Mrs. Bessie Call	40.78
C. C. Baldwin	11.80	Mrs. E. B. Carson	43.96
G. M. and D. K. Bancroft	12.80	A. B. Casson	13.87
Bank of Fairhope	18.20	C. H. Casson	26.20
L. Barnhart	5.38	W. N. Casson	13.40
Herman J. Battey	27.15	Lester Chamness	14.45
Albert Bauer Estate	3.24	K. I. and V. E. du Choine	53.35
W. C. Baumhauer	22.70	Mrs. A. H. Christopher	19.57
F. J. Beesley	15.15	Mrs. R. D. Christy	33.68
A. O. Berglin	51.70	F. Citrus Growers' Ass'n	1.20
Mrs. H. A. and Miss H. Y.		John Clark	24.15
Black	24.70	Miss Mary J. Clegg	16.48
T. H. Blake Estate	20.40	L. M. Clements	28.40
Annie D. Boudinot	21.80	Mrs. Lillie V. Clifton	23.38
John Bowen	2.27	Mrs. I. H. Cohen	47.80
M. A. Bowen	69.60	B. K. Coleman	3.44
Thomas H. Bowen	25.10	John W. Coleman	6.89
C. P. Bowman	18.20	Colonial Inn	64.40
J. W. Braam	15.88	Mrs. L. J. N. Comings	115.25
C. M. Brady	17.30	M. M. Cope	5.30
Benjamin Briggs	61.50	A. A. Corbett	14.12
Frank L. Brown	12.00	W. C. Corzatte	6.30
Mrs. Irene C. Buell	17.70	Mrs. F. S. Craft	1.72
Fred T. Burnham, Satsuma Pk.		Henry Crawford	157.60
W. and A. K. Burnham	20.00	Mrs. M. M. Crawford	44.30
J. F. Beaty	12.20	Mrs. Eloise L. Cross	59.67
Samuel Beaty	9.70	John W. Danne	8.50
S. and H. Beaty	10.00	Mrs. Ella Darby	12.00
Beaty & Schneider	60.00	Miss Ethel O. Darrow	16.95
Elizabeth Beesley	7.74	<u>D. W. Davis</u>	<u>26.35</u>
Robert E. Beesley	3.96	<u>P. K. Dealy</u>	<u>37.63</u>
Thomas Blackburn	6.70	John and W. De Busi	25.28
Horace Button	3.50	Francis de Sales	12.80

# *FAIRHOPE*

Mrs. M. C. Dickson	\$18.80	Miss H. Hameahs	\$4.54
Mrs. Sophia P. Douglas	16.24	L. Hampshire	16.39
Mrs. Emma S. Drath	17.78	Alma C. Hanson, Satsuma Pk.	
J. E. L. Dyer	2.58	D. M. Harden	4.35
J. H. Dyer	3.44	Mrs. D. J. Harrison	9.06
Mrs. M. Dyson	21.73	Mrs. Caroline Harry	9.10
Lee E. Eastman	81.90	Mrs. William C. Hawes	3.50
J. R. Edmiston	13.58	James Haworth, Satsuma Pk.	
Henry Eernisse	11.30	Frank Hemley	55.10
J. I. Eernisse	7.88	L. D. Henderson	13.00
J. T. Eernisse and J. G. Lorenzen	10.40	Rev. F. L. Higgins	11.69
C. S. Eggleston	5.00	Anson Hildebran	11.10
Blanche C. Ehlers	14.50	Herbert H. Hill	15.80
Henry Ehlers	46.19	Loring Hill	
Eldred C. Emery	18.16	F. G. Hodges	
Fred Exo, Satsuma Park		Dr. Eason Holbrook's Est.	26.90
Town of Fairhope	10.80	Home Telephone Co.	41.18
Mrs. Annie N. Falek	9.10	Fred Honkamp	28.85
B. Fischer	30.86	G. L. Hopping	34.58
Mrs. E. D. Fitzgerald	4.76	L. H. Horn	22.90
O. Forland	6.20	Mrs. Marie E. Howell	14.26
John G. Freiurth	13.30	Mrs. Marie Howland	
C. D. Fuller	9.27	Robert Hunter's Est.	12.80
I. M. Galbraith	40.00	W. D. Ingersoll	11.80
Ernest B. Gaston	53.23	Walter James	11.48
James E. Gaston	25.45	W. C. James	11.60
Mrs. E. Z. Getty	32.89	M. Jansen	6.60
Dr. C. G. and F. L. Godard	45.45	Mrs. E. Jardine	36.65
Mrs. Ida M. Goddard	29.20	T. W. Jenney	18.36
Miss Lenora Goodwin	23.26	Mrs. L. O. Jensen	8.60
G. W. Gore	28.57	Axil Johnson	16.50
W. J. Grabham	2.31	C. A. and C. Johnson	17.05
John Gray, Satsuma Park		Mrs. Grace M. Johnson	11.40
Mrs. E. E. Gregory	16.88	Mrs. M. L. Johnson	50.90
William T. Grimley	8.60	Mrs. Nettie F. Johnson	17.06
F. T., S. H., and L. M. Guindon	19.18	Mrs. Clara L. Jones	31.48
Mrs. Margaret Gunnison	24.30	Mrs. Abbie L. Keller	23.30
David Guthrie	13.40	Charlie C. Keller	10.84
L. P. Hall, Satsuma Park		O. L. and C. A. Keller	10.40
		Mrs. Elizabeth B. Kelly	8.19
		Mrs. T. J. Kelly	30.10

# FAIRHOPE

T. J. Kelly, Jr.	\$7.24	Mrs. L. S. Massey	\$20.00
Albert von Kelterborn	6.70	Thomas G. Meinema	15.60
Charles H. Kerr	15.80	Mrs. Ida Menefee, Satsuma Pk.	
T. J. Klump	30.10	Mrs. A. H. Mershon	38.40
E. A. Knapp	5.80	C. L. and B. B. Mershon	116.01
Mrs. E. A. Knapp	74.90	Nathaniel Mershon	30.50
J. P. Knott	20.30	A. W. Messenger	8.38
H. M. Koppisch	6.80	Captain B. F. Midgett	22.45
F. W. Küter	8.40	Frank J. Milefebik	26.50
Mrs. Kate Lacy	46.29	George C. Miller	15.40
W. F. Laraway	28.10	Mrs. Paulina L. Miller	16.70
Thomas J. Larkin	49.20	W. C. Mills	25.80
Andrew Larson	3.75	W. P. Minnich	14.50
Brooks Lawrence	81.26	Elizabeth D. F. Mizell	8.60
Brooks Lawrence, Jr.	9.10	Millard E. Mogg	46.10
George W. Lawrence	4.75	Joseph W. Moyer	13.25
Captain J. W. Lawrence	25.33	Mrs. Mary E. Neely	41.46
Mrs. M. R. Lawrence	6.05	George Nelson	
F. Lieker	25.40	Charles E. Newman	18.36
Dr. B. W. Lindberg	34.40	Charles E. Norton	44.20
J. G. Lorenzen	9.18	M. & A. & W. Ollinger	17.87
Gordon Lowell	9.10	Mrs. Olsen	18.00
Hugh E. Lowell	15.10	W. N. Olsen	27.10
Martin Lowell	10.50	H. H. Parker	7.20
Townsend P. Lyon, Satsuma Pk.		Mrs. H. H. Parker	10.97
Mrs. T. S. McCall		R. M. Parker	6.90
John McCarthy	16.20	J. S. Paton	21.15
Mrs. B. McClean	11.20	Mrs. H. M. Patterson	18.70
Laura V. McCue	6.50	John A. Patterson	19.07
Mrs. Mate E. McGill	16.00	Alfred Payne	43.74
Mrs. Max McGill	15.15	Payne Bros.	28.86
Mrs. Minnie McGuire	9.00	Leonard G. Payne	29.60
James D. and J. G. Mack-		E. A. Pearson	7.80
intosh, Satsuma Park		Mrs. Lillian De G. Perry	18.24
William H. Magehan	11.40	Mrs. G. T. Peters	54.10
Marlow Turpentine Co.		Mrs. B. C. Pickens	10.50
Ward B. and F. Martin	38.95	Mrs. J. M. Pileher	22.20
A. B. Martin's Sons	76.68	P. H. Porter	33.58
M. C. Martin, Sr.	8.80	I. L. Pound	12.70
W. H. and M. Mask	38.28	Pound & Query	2.54
Dr W. C. Mason	34.40	Mrs. R. F. Powell	61.18

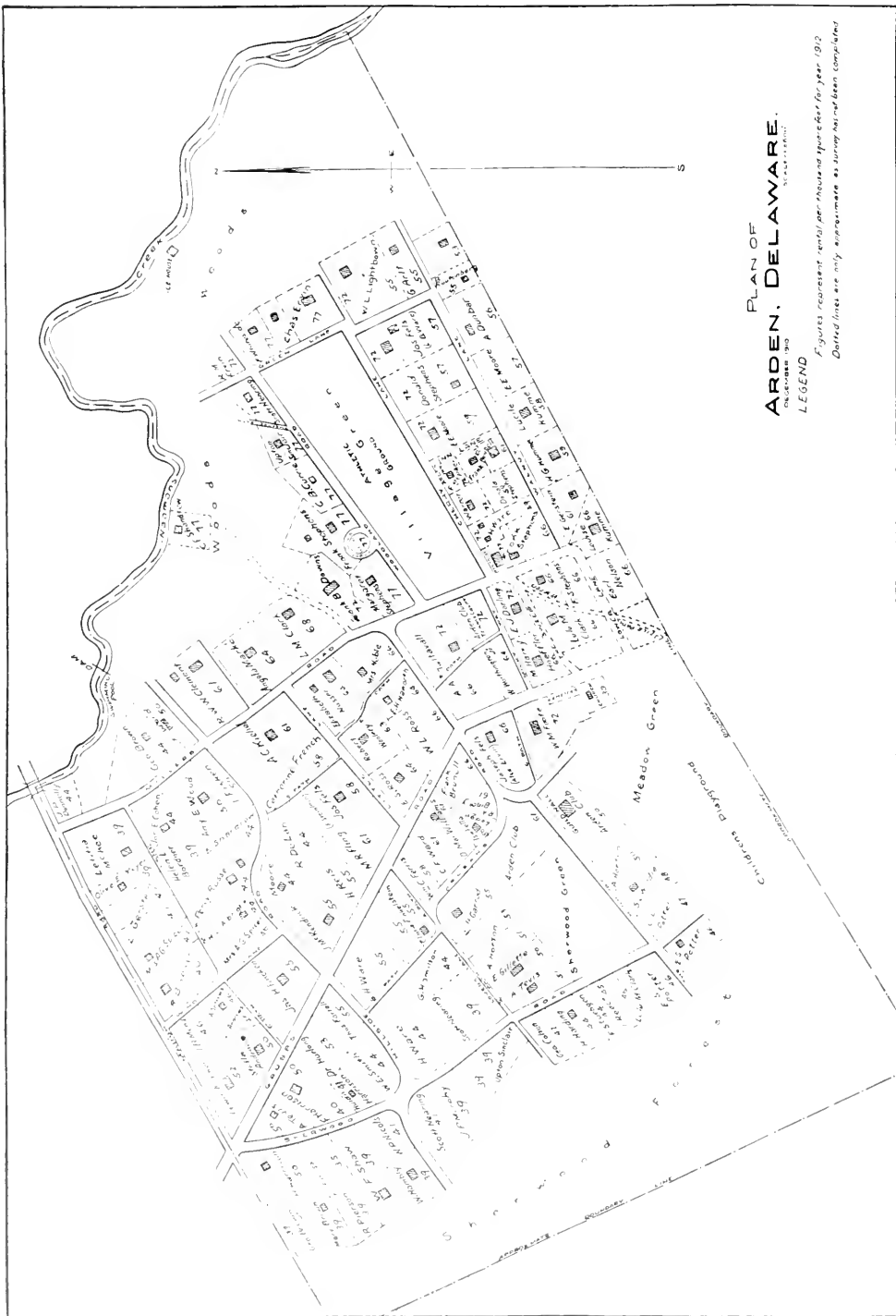
# *FAIRHOPE*

R. F. Powell	\$34.50	Cyrus L. Sibley	\$34.09
W. F. Presswood	8.10	Mrs. Katherine Sinclair	41.72
Mrs. Ivy L. Preston	109.30	Miss N. L. Sinclair	8.85
F. Proehl, Satsuma Park		J. F. Skinner	20.00
James A. Prout	60.91	Mrs. N. E. Slaughter	57.50
Mrs. E. E. Quarles	16.30	George Sliger	15.56
Joseph Quattrochi	20.58	E. C. and Mrs. S. Slosson	51.87
R. Query	14.12	Eugene Slosson	22.16
Mrs. W. R. Quina	10.00	Joshua Smith	19.40
J. T. Ramsey	6.40	Marion and A. M. Smith	18.90
Mrs. Martha M. Rapp	23.90	Samuel C. Smith	11.60
Mrs. H. J. F. Rathje	56.57	Mrs. Rosa Standard	34.90
Mrs. Mary Reeves	3.50	Asa Staples Estate	21.00
V. M. Reynolds	26.09	C. D. Steele, Satsuma Park	
Miss M. C. Richards	13.20	Mrs. K. B. Steele	19.87
George F. Riel	35.00	Mrs. Frank Stewart	21.39
Mrs. F. R. Riley	13.75	Mrs. Nellie E. Stewart	9.25
Mrs. M. K. Roberts	25.88	William Stimpson	71.90
A. R. Rockwell	2.90	Ezra Stoner's Estate	9.06
Benjamin Rockwell	75.10	Rudolph Stosberg	6.06
Curtis L. Rockwell		A. F. Stott	7.88
Edwin C. Rockwell	56.00	Mrs. E. Stradling	8.90
Franklin Rockwell	63.93	Mrs. May B. Streeter	10.20
Harris Rockwell	16.05	Mrs. Streeter and Mrs.	
Harvey W. Rockwell	10.15	E. D. Troyer	18.20
Nelson Rockwell		Mrs. A. Stromberg	57.60
Roy W. Rockwell	51.95	W. S. and Mrs. S. Sumner	14.53
William Ruffles	13.50	George Sutton	10.26
E. A. Ruge	50.36	Mrs. F. C. Sweet	30.50
Mrs. A. Russell	12.68	W. E. and Ora A. Sweet	43.85
Russell & Zepp	11.70	G. H. Thornton	47.50
Satsuma Park	42.90	Mrs. Anah Tiffany	4.25
Harry Schaefer	12.70	John B. Tiffany	16.37
J. Schneider	15.67	E. H. Titus	31.45
Miss E. I. Schramm	11.59	Tomopo Orchard Co.	28.40
Charles Schultz	31.65	A. M. Troyer	34.10
Thomas K. Scott	9.60	H. Tucker	
George C. Seldon, Satsuma Pk.		Mrs. M. E. Turpen	42.71
Daniel Shepherd	21.65	Paul Tuveson	8.00
Mrs. T. F. Shepherd	34.80	Oscar and Rena Uphaus	6.50
Mrs. A. Sherman	10.10	Miss N. Vanderslice	14.40

# FAIRHOPE

Richard Vander-Wal	\$36.00	Martin H. Williams, Sat-	
E. H. Walts	6.30	suma Park	
Mrs. Lutie C. Watson	20.80	Hettie B. Wilmans	\$14.99
Miss Emily A. Welch	36.65	George Winberg	19.76
Aaron L. West	7.60	Lawrence Winberg	16.20
Dr. W. H. Weston	7.20	Mrs. E. L. Wood	8.60
George Weyenberg	2.90	George W. Wood	16.65
Mrs. D. B. Wharton	5.05	George H. Wooster	30.35
Dewey Wheeler	37.40	Ralph Young	25.50
J. G. White	45.60	Thomas H. Young	13.90
Andrew N. and C. O. Whit-		Emil Zanders	6.00
tier	105.90	Elisha A. Zavitz	11.90
Annetta A. Williams	28.78	William H. Zepp	13.80





# PLAN OF ARDEN, DELAWARE.

1912

LEGEND

Figures represent total per thousand population for year 1912  
Dotted lines are only estimates as survey has not been completed



## ARDEN

**O**F the six enclaves, Arden in Delaware ranks next to Fairhope in importance and in age. It is located six miles north of Wilmington and 19 miles south of Philadelphia, being three-eighths of a mile from the station on the Baltimore and Ohio Railroad now called Harvey. It had its beginning in 1900, when Frank Stephens and William Price, who were seeking a site for a village colony, bought 162 acres of land, partly encircled by a beautiful creek. Delaware River is visible from Arden, the highest land in the state being in or just outside the enclave. The purchase price of land and buildings was \$9000, of which \$2500 was paid in cash and the balance by mortgage, subsequently taken up by Joseph Fels. This mortgage was made to apply to only 70 acres (woodland) out of the 162, leaving all the part now built upon free from encumbrance. Price and Stephens considered that the \$2500 represented the value of the buildings, thus making the value of the land itself \$6500.

“For the first five years,” to quote from the booklet of Arden, “the reward won by the pioneers was very meagre. The community did little more than vegetate and hold its own. But in 1905 the boom began, and in 1906 the Inn was established on a firm basis, and homes sprang up in all directions. To this activity the panic of 1907 produced only a temporary setback. In 1908 the growth of Arden went on apace, and on August 1, 1909, every foot of open ground had a leaseholder, and many applications could not be filled.”

At the present time there are about 140 leaseholders and about 100 dwellings. Many of the latter are substantially built and intended for permanent use, while others are bungalows suitable for summer occupation only. The summer residents number about 350 and the winter residents about 100. All the land not in the

## ARDEN

parks (which contain nearly half the whole enclave) is under lease with the exception of an acre or two. The rents as collected vary from \$25 to \$76 per acre. The amounts of the annual rentals are determined by the use of the Somers System developed to meet local conditions, Arden being the first of the enclaves to employ that system. As used at Arden it includes the basic principle of the Somers System, namely that of a land unit, the expression of judgment of values as compared with that unit, and the submission to community opinion of relative values.

“The trustees of Arden hold the title to the land and represent the community before the law. They pay all the state and local taxes and the expenses of the trust, and then turn the balance over to the community, which elects three townsmen and seven assessors by the Hare System, a clerk and an accountant.<sup>1</sup> The money so turned over is to be applied ‘to such common uses, desired by a majority of the residents, as, in the judgment of the trustees, are properly public, in that they cannot be left to individuals without giving one an advantage over others.’ The townsmen have authority, subject to the control by the general meetings, and serve until their successors are chosen, the election being always for the full board, the same being true of the assessors. Thus in the part administered by the townsmen, Arden exemplifies a thoroughly representative yet democratic system.”<sup>2</sup>

The prospectus sets forth the following claims:

“Arden Village has a land system recognizing the common right of all to the use of the earth; has a tax system which does not fine labor and thrift or encourage land speculation and monopoly; has a scientific plan of assessment based upon the Somers System, with publication of assessments; has had equal suffrage since its foundation . . . ; is the first community in the

<sup>1</sup> The cost of automobile licenses is paid by the Arden trustees.

<sup>2</sup> *Single Tax Year Book*, 1917, page 74.

## ARDEN

United States to establish a Raiffeisen banking system based on character, not 'collateral;' has never issued bonds, granted an exclusive privilege, or had a public debt, except for a part of the original purchase price of the land; acts on a definitely stated principle as to the functions of government and the rights of individuals, that the government should do nothing which an individual can do without the power of government."

Arden is largely a residential community, many of the people earning their living outside its limits. The water supply of the village is under private control, the Arden Water Company being a coöperative concern to which the village as such contributes nothing. It has been financed by the sale of stock among the leaseholders interested and has cost about \$7200.

The Arden Club, divided into ten guilds, represents many of the activities of the village: Esperanto, music, camp-fires, lectures, Shakespearean plays in the open-air theatre, pageants, and athletics are prominent. The Arts and Crafts Shop is a substantial building, which affords opportunity for the artistic activities favorably known as Arden Crafts. Frank Stephens, founder of the colony, has been especially interested in the village smithy, which employs the village blacksmiths from the countryside. The Arden wrought iron is known in the Arts and Crafts Societies in the East, and is a distinct type because of its simplicity and usefulness. Donald Stephens has charge of the furniture making and wood carving. Miss Maude Rhodes has revived Colonial weaving of fabrics, which she has developed into articles of modern use. She studies dyeing in connection with weaving, and is having success. She adopted the Arden idea of simplicity of design, and her work found immediate favor.

The Arden Craft Gild numbers others, who either work at home, or who, as is true of a group of artists resident in Arden, contribute of their spare time to the work. The Gild believes with

## ARDEN

the great English craftsman and prophet, William Morris, that it is "right and necessary that all men should have work to do which shall be worth doing, and be of itself pleasant to do, and which should be done under such conditions as would make it neither over-wearisome nor over-anxious."

Another outstanding feature of Arden is the Raiffeisen Gild, the following account of which comes from an official source.

"The Raiffeisen Gild of Arden, Delaware, is the Village Credit Union, and is so named as the first rural credit union in this country to follow the plan originated about the middle of the last century by Burgomeister Raiffeisen of the village of Heddendorf, Germany, which plan has been successfully followed in Germany, Austria, Italy, Ireland, and certain of the provinces of India. It was claimed before the war that over 2000 of these banks had done business in Germany without losing a mark, and that in Italy their effect had been wonderful in the increase of sobriety and neighborliness among the peasants. A peculiar feature is that unlike the land mortgage banks they serve even the landless laboring classes and those most in need of help, for their security is not collateral but character, their faith being, in the words of the Italian financier, Luzzatti, 'the best security is the moral worth of the members.'

"The Raiffeisen Gild of Arden was organized in April, 1911. . . . Its object is to lend money to its members for protective purposes by utilizing their credit through coöperation and the pledge of their unlimited liability in borrowing, which necessitates its operations being confined to a group of neighbors well acquainted with each other, as in Germany to one village and in Ireland to the people of one parish. In this organization, therefore, the members are residents of Arden and its immediate vicinity, known to their neighbors to be people who keep their promises and pay their debts, and this membership elects a Coun-

## ARDEN

cil of five who manage the Gild's affairs, other officers being a clerk who keeps the accounts and three inspectors who audit them twice a year.

"The Credit Union operates by borrowing on the joint promissory note of the Council, heretofore at 5 per cent, but now at 6 per cent, and by lending to members by unanimous vote of the Council at a sufficiently increased percentage to pay running expenses. The would-be borrower fills out a printed application specifying "some protective purpose or saving to the buyer," and offers as the only security asked his note signed by two neighbors as sureties who are satisfactory to the Council. There are no dividends or profits, all surplus being carried as a central fund. The result of its operation along these lines has been that in the nine years since its organization the Raiffeisen Gild of Arden, now having a membership of 48 men and women, has increased its original capital from \$1500 to about \$8000, of which \$136 is credit in the interest account and \$354 accumulated as a central fund. It has made loans to its members, principally for building or starting in small industries, totaling something like \$40,000, which loans have been repaid by partial payments every six months with a cost to the borrowers heretofore of 6 per cent net, without other charge or discount of any kind, or other collateral than the personal characters of the borrower and the sureties in the community. During the nine years the Gild has never had any default or loss whatever, and every indebtedness has been paid when due.

"This is largely due to the care with which the loans have been made, and the friendly feeling developed among those interested, the Gild Council who make the loans being, like the rest of the membership, pledged to unlimited liability for all they possess to those who loan to the Gild. With reference to this liability, it is estimated that the individual members own buildings in Arden

## ARDEN

to a value exceeding \$80,000. The present Council consists of William Worthington, Jr., as Gild Master, he holding an important position in the Curtis Publishing Company, Robert P. Woolery, owner of the Arden grocery store, Haines D. Albright, Assistant City Solicitor of Philadelphia, Walter E. Sweeting, owner of the Atlas Storage Warehouse in Philadelphia, and Donald Stephens, craftsman and owner of the Arden Craft Shop. Applications for loans for building operations and business are now so many that the Gild desires to borrow in such amounts as are offered and for terms of three, five, or ten years, at 6 per cent, from \$8000 to \$10,000."

The following figures show the recent growth of Arden, earlier data being unobtainable:

<i>Year</i>	<i>Acres</i>	<i>Hectares</i>	<i>Gross Rent</i>
1911	162	66	\$908
1912	162	66	1632
1913	162	66	1634
1914	162	66	1953
1915	162	66	2213
1916	162	66	2561
1917	162	66	2695
1918	162	66	2573
1919	162	66	2757
1920	162	66	3164

The Trustees of Arden are Katherine F. Hoss, Robert P. Woolery, and W. E. Sweeting; the Clerk for the Trustees is Fred C. Whiteside. The Townsmen are Alan Farmer, Florence Garvin, and W. A. Young. The Town Clerk is William Wood. The Assessors are Walter E. Sweeting, chairman, Haines D. Albright, W. Worthington, Jr., Robert McKinstry, H. M. Hoeffler, Guy Nearing, and Fred Whiteside, secretary.

# AR DEN

## CONSTITUTION AND BY-LAWS

### *Preamble.*

We, the leaseholders and residents of Arden, being desirous of fulfilling the wishes of the founders of this village by creating an environment conducive to social progress, industry, good character building and mutual helpfulness, have this day organized ourselves under the name of THE ARDENFOLK, and we, by our signatures, attest our fealty to the organization and our approval and loyal support of the following Constitution and By-Laws.

## CONSTITUTION

### ARTICLE I.

This village shall be known as Arden, and the organization of its people as the Ardenfolk.

### ARTICLE II.

Title to the lands of Arden being held in trust for the use of the people of Arden by a board of three trustees, these trustees shall be elected by a majority vote of the Ardenfolk, to serve until their successors are elected.

### ARTICLE III.

The lands of Arden being by the Deed of Trust administered under the plan of the Single Tax, the rentals shall be assessed to correspond to the value or desirableness of each plot as determined by the Ardenfolk or their duly elected representatives acting as assessors.

### ARTICLE IV.

There shall be one regular business meeting of the Ardenfolk held each month on such date and at such hour as provided for in the By-Laws. Special meetings shall be called by the Town Clerk upon request in writing signed by five or more Ardenfolk. The Town Clerk shall notify all leaseholders of such special meetings, stating the time and object.

## OFFICERS

### ARTICLE V.

§ 1. The officers of Arden shall consist of:

A board of three Townsmen who shall serve until their successors are elected.

## ARDEN

A Town Clerk who shall serve until his successor is elected.

An Accountant who shall serve until his successor is elected.

§ 2. A Chairman shall be elected at each meeting.

§ 3. All officers and standing committees shall be elected by majority vote of the Ardenfolk present in town meeting.

### DUTIES OF OFFICERS AND COMMITTEES

#### ARTICLE VI.

§ 1. The Townsmen of Arden shall execute the will of the Ardenfolk as expressed by majority vote at their Town meetings. They shall have general supervision over all Communal rights, property and affairs of Arden.

They shall make allotment of lands to applicants as shown on the Town Clerk's books, first come first served, unless otherwise directed by the Ardenfolk.

They shall make yearly assessments of rentals for use of land as decided upon by the Ardenfolk.

They shall decide all important questions by vote, and keep a record of the same to be copied in their report to the next Town meeting.

One of them shall sign all orders on the Treasury, directed by vote of the Ardenfolk.

§ 2. The Town Clerk shall conduct all general correspondence for the colony, and have charge of the same. He shall keep minutes of all meetings and submit them for approval or correction at the next meeting.

He shall fill out and sign all orders on the Treasury directed by vote of the Ardenfolk, the same to be countersigned by at least one of the Townsmen, and shall make a record of the same in the proper books.

He shall have charge of all referendums.

He shall receive all applications for land and keep a record of same in regular order.

§ 3. The Accountant shall receive all moneys for the Ardenfolk and receipt for same.

He shall keep a ledger account and make written monthly reports of receipts, expenditures, resources and liabilities.

He shall receive all bills against the Ardenfolk and present same to meeting for action.



## ARDEN

He shall submit his accounts for auditing when requested, shall give such bond as may be required, and on the election of his successor give to him all the effects of the Ardenfolk in his possession.

At the stated meetings in May and November, the chairman shall appoint a committee of three, one of whom shall be the Accountant, who shall audit the accounts of the Trustees and report same at next Town meeting succeeding.

### REFERENDUM

#### ARTICLE VII.

§ 1. Any five of the Ardenfolk may initiate any action or proposition to be referred to the vote of the entire community.

§ 2. The Ardenfolk may adopt such By-Laws as a majority in Town meeting determine, providing they are not in conflict with this Constitution.

#### ARTICLE VIII.

§ 1. This Constitution may be amended, altered or abrogated by a majority vote of those Ardenfolk present at any Town meeting, *provided* that a written notice of such meeting shall have been given to all the leaseholders at least a week before.

#### ARTICLE IX.

§ 1. No discrimination shall be made on account of age, color, or sex.

§ 2. Every leaseholder and resident shall be entitled to vote at all business meetings of the Ardenfolk.

### BY-LAWS FOR THE ADMINISTRATION OF THE AFFAIRS OF ARDEN

#### *Preamble.*

We, the residents of Arden and the leaseholders and Trustees, in Town Meeting assembled, adopt for the administration of Arden the following rules in conformity with the Deed of Trust and the Leases:

### SUFFRAGE

#### ARTICLE I.

Every resident, leaseholder and Trustee shall be entitled to vote at all meetings. The term "resident" shall mean members of the immediate family of a leaseholder or lessee.

# ARDEN

## MEETINGS

### ARTICLE II.

The regular meeting of the Ardenfolk shall be held at 8 P.M. on the first Monday of each month from May to October, inclusive, and on the first Saturday of each month from November to April. Special meetings shall be called by the Town Clerk upon request in writing signed by at least fifteen voters in winter or by thirty voters in summer. The Town Clerk shall notify all leaseholders of such special meetings, stating the time and object.

## OFFICERS

### ARTICLE III.

The officers of Arden shall consist of:

A board of three Townsmen who shall serve until their successors are elected.

A Town Clerk who shall serve until his successor is elected.

An Accountant who shall serve until his successor is elected.

A board of seven Assessors who shall serve until their successors are elected.

A Chairman shall be elected at each meeting.

All officers and standing committees shall be elected by majority vote of the Ardenfolk present in Town meeting, except the board of Assessors, who shall be elected by preferential ballot.

## DUTIES OF OFFICERS

### ARTICLE IV.

The Townsmen of Arden shall execute the will of the Ardenfolk as expressed by majority vote at their Town meetings. They shall have general supervision over all Communal rights, property and affairs of Arden.

They shall make allotment of lands to applicants as shown on the Town Clerk's books, first come first served, unless otherwise directed by the Ardenfolk.

One of them shall sign all orders on the Treasury.

The Town Clerk shall conduct all general correspondence for the colony, and have charge of the same. He shall keep minutes of all

## ARDEN

meetings and submit them for approval or correction at the next meeting.

He shall receive all applications for land and keep a record of same in regular order.

The Accountant shall receive all moneys for the Ardenfolk and receipt for same.

He shall keep a ledger account and make written monthly reports of receipts, expenditures, resources and liabilities.

He shall receive all bills against the Ardenfolk.

He shall submit his accounts for auditing when requested, shall give such bond as may be required, and on the election of his successor give to him all the effects of the Ardenfolk in his possession.

At the April meeting the chairman shall appoint a committee of three who shall audit the accounts of the Trustees and all other accounts, and report same at the next Town meeting succeeding.

The Assessors shall make yearly assessments of the rental value of lands in Arden and report same to the regular August meeting of the Ardenfolk, whose decision shall be final, subject to the legal rights of the leaseholders and the Trustees.

## CHANGE OF BY-LAWS

### ARTICLE V.

These By-Laws may be amended, altered, or abrogated by a majority vote of the Ardenfolk at any time, provided that a written notice of the proposed change shall have been given at a meeting at least one month previous.

## RULES OF ORDER

All meetings shall be governed by the rules of parliamentary practice according to Robert's Manual.

No person shall speak longer than five minutes at a time without extension of time by majority vote.

No person shall speak twice upon the same motion while another who has not spoken desires to be heard.

Upon request, any question shall be decided by rising vote.

Business at special meetings shall be confined to the subjects mentioned in the call.

## ARDEN

### ORDER OF BUSINESS

- |                                  |  |
|----------------------------------|--|
| 1 Election of Chairman.          | 7 Report of Special Committees.        |
| 2 Reading of Minutes.            | 8 Reading of Communications and Bills. |
| 3 Report of Trustees.            | 9 Unfinished Business.                 |
| 4 Report of Townsmen.            | 10 New Business.                       |
| 5 Report of Accountant.          | 11 Good and Welfare of Arden.          |
| 6 Report of Standing Committees. | 12 Adjournment.                        |

### DEED OF TRUST

THIS indenture made the thirty-first day of January, A.D. 1908, witnesseth that whereas heretofore to-wit, October 17, A.D. 1901, George F. Stephens of the city of Philadelphia and State of Pennsylvania did, by deed bearing date aforesaid and recorded in the Recorder's office at Wilmington in the State of Delaware in Deed Record V, Vol. 18, p. 36, etc., convey unto William L. Price, Frank Martin and George F. Stephens, all of the city of Philadelphia aforesaid, all these three certain pieces or parcels of land, with the buildings thereon erected in Brandywine Hundred, New Castle County and State of Delaware, bounded and described as follows, according to a survey made by W. A. Kimmey on the thirtieth day of May, A.D. 1900.

Containing twelve acres, two roods and twelve perches of land, be the same more or less.

Containing eighty and one-fourth acres of land, be the same more or less.

Containing with said bounds seventy acres, one rood and eleven perches of land, be the same more or less, excepting hereout of this last described tract a certain cemetery or burying ground, situated on the westerly side of said Grubb's Landing Road. And whereas the said buildings were inadvertently conveyed unto the said William L. Price, Frank Martin and George F. Stephens, the true desire

of the parties to the said deed being that the land should be vested in the said William L. Price, Frank Martin and George F. Stephens as trustees, but the title to the houses thereon erected should be and remain in the original owners thereof, now, therefore, the said William L. Price, Frank Martin and George F. Stephens do hereby convey, assign, give and set over unto George F. Stephens and William L. Price their heirs and assigns all buildings formerly owned or erected upon the land aforesaid by them to have and to hold to and for their own use and behoof.

And whereas the said conveyance of said lands was made upon certain trusts which it is desired by the parties aforesaid to restate and amend, the said lands are hereby declared to be held by the said William L. Price, Frank Martin and George F. Stephens, upon the following trusts and upon them only viz.: in trust to lease such portions of said land as may seem good to the said trustees and their successors, to such persons and for such terms as they the said trustees shall determine, the lease in each case to reserve, as rent, the full rental value of the premises demised by said lease; to pay all State and local taxes out of and from the rents received so far as these suffice; to suffer all persons to whom land shall be leased as aforesaid, who constitute a community so long as they continue such lessees, to enjoy and use for common purposes such of the lands which are the subject of this deed as the trustees aforesaid shall not have demised to individuals or devoted to purposes other than common; to apply all sums of money received as rents, in excess of the amount needed for the purposes of paying the taxes, to such common uses, desired by a majority of the residents as in the judgment of the trustees are properly public, in that they cannot be left to individuals without giving one an advantage over others; and in further trust if at any time in the judgment of a majority of the residents agreeing with a majority of the trustees the community shall not warrant its continuance to declare the dissolution thereof, and thereupon to sell the land aforesaid and, after repaying to William L. Price, George F. Stephens and Joseph Fels the amount originally advanced by them for the purchase of said land from David F. Derickson, who made title therefor to George F. Stephens by deed dated June 12, A.D. 1900, and recorded in the Recorder's office at Wilmington in the State of Delaware in Deed Record G, Vol. 18, page 345, etc., to devote the purchase money to such purpose as shall be approved by said trustees. And the said trustees shall have power subject to the approval of a majority of the residents to supply all

*ARDEN*

vacancies which may occur in their number, which it is intended shall always be and continue to be three; it being expressly hereby provided that upon all questions requiring the exercise of discretion on the part of the trustees, the action of a majority, after an opportunity has been given to all to express their opinions, shall be valid and binding upon all.

Sealed and delivered in the presence of

Frank Martin  
William L. Price  
George F. Stephens

*Commonwealth of Pennsylvania, City and County of Philadelphia, ss.*

Before me, a Notary Public, residing in the City of Philadelphia, this 25th day of March, A.D. 1908, personally came George F. Stephens, Frank Martin and William L. Price, parties to this indenture, known to me personally to be such, and acknowledged this indenture to be their act and deed to the end that the same should be recorded as such.

Witness my hand and seal, the day and year aforesaid.

William J. Jackson, *Notary Public*

{L.S.}

**This Agreement,** made this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

witnesseth that \_\_\_\_\_ leases from the **Trustees of Arden**, the lot of Land in **Arden**, Brandywine Hundred, New Castle County, Delaware, situated \_\_\_\_\_

\_\_\_\_\_ numbered on Town Plan Plot \_\_\_\_\_ containing about \_\_\_\_\_ square feet, for \_\_\_\_\_ years, at a yearly rental, payable in advance, on the Twenty-fifth day of March, of \$ \_\_\_\_\_ dollars to Twenty-fifth of March, 19\_\_\_\_, and thereafter of such Amount as shall be assessed against it by the Assessors of **Arden**, subject to appeal to a Town Meeting. And the said assessment shall equal as nearly as possible the full Rental Value of the Land, excluding Improvements, and the Rentals so collected shall be expended in the payment of all state and local taxes, so far as said rentals will suffice, so that the Leaseholders shall be exempt and free of all direct local Taxation to that extent, and thereafter for such Communal Purposes as are properly Public in that they cannot be left to Individuals without giving them an advantage over others.

And the said Lessee may terminate this Lease at the end of any year by giving Sixty Days' Notice to the Trustees, and may remove, sell or otherwise dispose of such Improvements as \_\_\_\_\_ ha \_\_\_\_\_ upon the Land, provided it be left in the same good condition as when the Lease began. And the said Trustees or their Agent may terminate this Lease at any time on Sixty Days' Notice if the Lessee shall fail to pay the Rent at the times agreed upon, or if \_\_\_\_\_ or any for whom \_\_\_\_\_ responsible shall hunt or fish on any of the Lands of **Arden**, or cut Timber without written Leave from the Trustees, or fence in Woodland, or keep the Land in such disorder as shall in the opinion of a Majority of the Town Meeting be injurious to the Rights of others.

And if no such Notice be given by the Lessee, the Trustees or their Agent, this Lease shall continue from year to year upon the same Terms as above, and all Rights and Liabilities herein given to or imposed upon either of the Parties hereto shall extend to the Heirs, Executors, Administrators, Successors and Assigns of such Party.

**In Witness Whereof**, the said Parties have hereunto set their hands and seals.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Trustees : {  
\_\_\_\_\_  
\_\_\_\_\_

**L.S.**

**L.S.**

# *ARDEN*

## RULES OF THE RAIFFEISEN GILD

### NAME AND LOCATION

THIS village credit union shall be called the Raiffeisen Gild and shall be located at Arden, Delaware.

### OBJECT

The object of the Gild shall be to lend money to its members by utilizing their credit through co-operation and the pledge of their unlimited liability in borrowing.

### SECURITY

The security of the Gild shall consist of the unlimited liability of each of its members for all indebtedness incurred before or during his or her membership, which liability is to be assumed by his or her heirs, executors and administrators.

### MEMBERSHIP

The membership shall consist of the original organizers and such leaseholders of Arden and residents of Arden as shall be elected by the unanimous vote of the Council or, upon appeal, by a majority vote of the Gild members.

A member may withdraw from the Gild at any time upon written notice to the Council acknowledging his liability and that of his heirs, executors and administrators for indebtedness of the Gild incurred prior to his withdrawal.

A member may be expelled from the Gild by majority vote of the members without release from liability of any kind, for non-payment of principal or interest, or for conduct injurious to the credit of the Gild.

### OFFICERS

The officers shall consist of a Council of five, three inspectors and a clerk, each officer to serve only until a successor is elected in his place.

The Council, all of whom shall be members of the Gild, shall elect one of their number as Gild Master, shall meet at least once a month and upon the call of the Gild Master, and shall borrow money upon their joint promissory note upon the credit of the Gild, shall have



## ARDEN

charge of such money and make loans of same for such time as they think good to such members as shall make written application, stating amount and duration of loan desired and some productive purpose or saving to the borrower which the Council approves, such loan to be secured by a six months' note signed by two satisfactory endorsers, together with such other security as the Council may require.

The Council shall accept repayment of a loan or any portion of it at any time during its continuance at the option of the borrower.

The Council may recall a loan when any part of it is used otherwise than as arranged for or upon the expulsion of a member.

The Council shall make no loan except by unanimous vote and no loan to any officer except with the written consent of a majority of the members.

The Council shall collect from the borrowers their proportion of the expenses of management in excess of the income received by the Gild.

The Clerk, who need not be a member of the Gild, shall keep a roll of the members, a record of all meetings of Gild and Council, and a record of all moneys borrowed or lent and of all promissory notes.

The Inspectors, who need not be members of the Gild, shall appoint one of their number chairman and shall meet at least once every three months upon call of the chairman to examine business done by the Council, its minutes, its accounts, its loans and its compliance with the rules of the Gild, and shall report to the members at the annual meeting or at any other time upon written request of one-third of the members.

## MEETINGS

The Annual Meetings of the Gild shall be held during the first week in March upon call of the Gild Master. Special meetings shall be called by the Gild Master upon written request of one-third of the members.

## LIABILITY

These rules and such alterations and additions thereto as shall be made by majority vote of the members present at a meeting of which due notice shall be given shall bind the Gild and its members individually and all persons claiming through them respectively, to the same extent as if each member had subscribed his or her name and affixed his or her seal thereto and as though the rules contained a

## ARDEN

covenant on the part of himself or herself and his or her heirs, executors and administrators.

### RESERVE FUND

No part of the funds of the Gild shall be divided as profit, bonus, dividend or otherwise among the members. Any surplus accruing after payment of running expenses and salary of Clerk shall be carried as a Reserve Fund. If any loss be incurred by the Gild, the members may vote such amount as they think desirable from the Reserve Fund toward the payment thereof. In no case shall any part of the Reserve Fund be divided among the members, though it may be invested by the Council or loaned upon the same terms as other moneys of the Gild. In case of the dissolution of the Gild, by majority vote of the members or otherwise, the Reserve Fund shall be devoted to some useful purpose in the district in which the Gild belongs, by majority vote at the meeting at which the dissolution takes place, or after the dissolution takes place by those who were members of the last Council.

### APPLICATION FOR MEMBERSHIP RAIFFEISEN GILD OF ARDEN

Arden, Delaware, 19

*I, the undersigned, hereby apply for membership in the above-named Gild. I agree to make the payments required by its rules, and otherwise to be bound thereby.*

*Signature of Applicant*

*Occupation*

*Address*

*Signature of Witness*

*Admitted a member of the Raiffeisen Gild of Arden this  
day of 19 .*

*Gildmaster  
Clerk*

# Raiffeisen Gild of Arden

Arden, Delaware,

191

As a Member of the Raiffeisen Gild of Arden I hereby

apply for a loan of

Dollars (\$ )

subject to the rules of the Gild.

I would like to repay this loan in instalments of

Dollars

every six months and the balance at the end of

year

The purpose for which I desire the loan is

I offer as sureties the two endorsers named below

Signature

Address

Occupation

## Endorsers.

First Endorser

Signature

Address

Occupation

Second Endorser

Signature

Address

Occupation

Received

191

Approved

191

Clerk

"You are welcome hither"

POST OFFICE  
WILMINGTON, DEL.

Arden

B. & O. STATION  
HARVEY DEL.

TRUSTEES  
KATHERINE F. ROSS  
ROBERT P. WOOLERY  
W. E. SWEETING

ACCOUNTANT  
WM. C. FERRIS

TOWN CLERK  
MRS. EMMA DEWEES

TOWNSMEN  
FLORENCE GARVIN  
ALAN FARMER  
W. A. YOUNG

## Assessment of Arden Land Rents for 1920

The value of the lots marked 100% on the plan is adjudged to be \$1.10 per thousand square feet, in addition to such additional value as is derived from the factors of corner location, abutting woods, commons, creek or finished highways.

The relative value of all lots, aside from advantages due to corners, woods, commons, highways improvements and creek (which are separately appraised) is adjudged to be the percentage of the value of the most desirable lots (to wit, the percentage of \$1.10 per thousand square feet) which is indicated by the percentage figures on the Plan, which is submitted herewith and made a part hereof.

The factor of corner locations is adjudged to increase the value of 10,000 square feet of each corner lot, and where the corner is formed by the intersection of two roads is adjudged to amount to six cents per thousand square feet where the relative percentage of the lot is between 90% and 100%; five cents where between 80% and 90%; four cents where between 70% and 80%; three cents where between 60% and 70%; two cents where between 50% and 60%, and one cent where less than 50%. Where the corner is formed by a path and a road, the corner factor is adjudged to be one-third of the full rate. No lot is deemed to be measurably benefited by having more than one corner.

The factor of access over finished foot-paths and cartways is adjudged to amount to twenty cents per thousand square feet where the access is over a finished cartway; ten cents per thousand square feet where there is a finished foot-path immediately in front of the lot, and six cents per thousand square feet where there is a finished foot-path on the far side of an unfinished cartway; twenty-six cents per thousand square feet where there is a finished cartway with finished footpaths on both sides; twenty-four cents where there is a finished cartway and a finished foot-path on the near side, and twenty-two cents where there is a finished cartway and a finished foot-path on the far side thereof. Lots which have access to finished highways through more than one front are adjudged to be benefited by each additional access to the extent of one-half the regular rate. Meadow Lane is adjudged to be a finished cartway which affects all lots which it intersects or touches, and Lovers Lane is adjudged to be a finished foot-path.

The advantage to lots abutting on Naaman's Creek is adjudged to amount to an additional twenty cents per thousand square feet.

The advantage to lots abutting on Woodland Forrest or Sherwood Forrest is adjudged to amount to an additional ten cents per thousand square feet.

The factor of immediate proximity to Woodland Green is adjudged to amount to two cents per foot of frontage in those cases where the frontage overlooking the Green is twenty-five feet or more and to fifty cents where the lot corners on the Green or has a frontage thereon of twenty-five feet or less.

The factor of immediate proximity to Sherwood Green is adjudged to amount to one cent per foot of frontage in those cases where the frontage overlooking the Green is twenty-five feet or more and to twenty-five cents where the lot corners on the Green or has a frontage thereon of twenty-five feet or less.

W. E. SWEETING, Chairman,  
HAINES D. ALBRIGHT,  
FRANK HARRISON  
W. WORTHINGTON, Jr.,  
H. HURLONG,  
FRED WHITESIDE, Secretary,  
R. B. SPICER.

# Assessment of Arden Land Rents for Year Beginning March 25, 1920

## WOODLANDS

Lot No.		Location	Area	"A"	"B"	"C"	Rent
1	Louis Kramer	East Cor. Marsh and Grubb Road	40000	73%	\$32.12	\$8.40	\$40.52
2	R. B. Spicer	South Cor. Marsh Road and Wind Lane	19535	72	15.48	.40	15.88
3	Ira P. Andrews	West of Wind Lane, South of Marsh Road	9930	66	7.21	.99	8.20
4	L. DeFrehn	West of Wind Lane, South of Marsh Road	10000	68	7.48	1.10	8.58
5	Stella Andrews	Grubb Road East of Marsh Road	24075	74	19.60	6.13	25.73
6	James E. Fincken	Grubb Road West of Hillside Road	60197	73	62.67	15.50	68.07
7	R. B. Spicer	East Cor. Wind Lane and Marsh Road	40000	69	30.36	.30	30.66
8	Mrs. A. G. Spicer	Marsh Road East of Wind Lane	23700	66	17.20		17.20
9	Guy Nearing	Marsh Road East of Wind Lane	23700	64	16.69		16.69
10	Sacha Jacobinoff	Marsh Road East of Wind Lane	23700	62	16.16		16.16
11	Olive E. Meyer	Marsh Road West of Millers Road	20000	60	13.20		13.20
12	Letitia McKee	South Cor. Millers Road and Marsh Road	50691	58	32.34	.20	32.54
13	H. D. Ware	East Cor. Millers Road and Marsh Road	24000	36	9.50	7.30	16.80
14	B. James	Millers Road and Woodland Path	44670	53	26.04	4.47	30.51
15	Joseph E. Cohen	South Cor. Millers Road and Mill Lane	22000	69	16.70	.30	17.00
16	Paul DeMoll	Mill Lane West of Millers Road	20000	65	14.30		14.30
17	George Whitehead	Mill Lane West of Millers Road	39885	74	32.46		32.46
18	Russel Ramsey	Hillside Road West of Millers Road	20000	73	16.06		16.06
19	H. D. Albright	Hillside Road to Mill Lane	19000	75	15.67		15.67
20	Mary Lambert	North Cor. Hillside Road and Wind Lane	20000	76	16.72	.40	17.12
21	Amy E. Wood	Millers Road North of Hillside Road	41470	74	33.76		33.76
22	I. B. Fiske	West Cor. Millers and Hillside Roads	16300	74	13.27	.40	13.67
23	Howard B. Lewis	North Cor. Millers and Hillside Roads	20000	58	12.76	2.20	14.96
24	R. W. Clement	South Side Hillside Road at Wood	42309	65½	30.49	4.33	34.82
24½	Lucius Cole	S. E. Cor. Millers Road and Hillside Road	10000	68	7.48	.30	7.78
25	A. C. Kiehel	Hillside Road West of Millers Road	53570	86½	50.97	12.29	63.26
26	S. R. Kiehel	Hillside Road West of Millers Road	39000	83	35.62	8.75	44.37
27	Sarah Strain	Hillside Road West of Millers Road	31331	79	27.23	.13	27.36
28	Haya Rosensweet	Hillside Road West of Millers Road	20000	79	17.38		17.38
29	Haya Rosensweet	East Cor. Grubb and Hillside Road	40000	82	36.08	8.50	44.50
30	G. E. Fling	East Cor. Grubb South of Hillside Road	20000	84	18.48	4.00	22.48
31	M. R. Fling	North Cor. Grubb Road and Little Lane	40000	89	39.16	13.30	52.46
32	W. A. Roberts	North Side Little Lane East of Grubb Road	40000	89	39.16	8.97	48.13
33	E. S. Ross	East Cor. Little Lane and Grubb Road	23500	92	23.78	8.59	32.37
34	Robert Woolery	South Side Little Lane East of Grubb Road	28865	92	29.22	10.02	39.24
35	Sophia Detlinger	Millers Road Cor. Little Lane	10000	93	10.23	4.20	14.43
35½	Elizabeth Nusser	Millers Road South of Little Lane	10000	93	10.23	2.60	12.83
36	Pauline Detlinger	Cor. Little Lane and Woolery Path	15000	93	15.36	4.55	19.91
37	Angela Marke	Millers Road and Campfire Path	40000	74	32.56	4.13	36.69
38	Lulu M. Bower	North Cor. Millers Road and St. Martins Lane	54700	84	50.55	25.66	76.21
39	F. B. Downs Estate	East Cor. Millers Road and St. Martins Lane	35000	89	34.27	15.90	50.17
40	Matthew Taplinger	North Cor. Millers Road and Orleans Road	30000	97	32.01	9.60	41.61
41	Louise McAfee	North Side Orleans Road East of Grubb Road	20000	95	20.90	2.20	23.10
43	W. L. Ross	North Cor. Orleans and Grubb Road	32630	95	34.10	7.13	41.23
44	M. R. Fling	East Cor. Orleans and Grubb Road	30145	95	31.50	6.62	38.12
45	Donna Sweeting	South Cor. Orleans and Millers Road	40000	100	44.00	10.24	54.24
46	Arden Club	West Cor. Sweep and Millers Road	20000	100	22.00	8.22	30.22
47	M. R. Fling	North Cor. Milky Way and Grubb Road	20000	93	20.46	5.20	25.66
48	H. M. Hoeffler	East Cor. Milky Way and Grubb Road	26500	93	27.10	7.23	34.33
49	E. J. Darling	West Cor. Sweep and Millers Road	14060	100	16.47	4.89	20.36
50	M. E. Broadbent	South Cor. Sweep and Stile Path	15000	93	16.35	2.10	17.45
51	F. Stephens (Lone Pine)	Millers Road and Stile Path	10000	97	10.67	3.50	14.17
52	F. Stephens Little Arden	Stile Path and Lower Lane	27500	89	26.92	11.27	38.19
53	C. Cliff	Millers Road S. C. Lower Lane	10000	84	9.24	2.25	11.49

"A"—% of \$1.10 per 1,000 square feet.

"B"—Rent, exclusive of factors separately appraised.

"C"—Appraisal of factors of value which are separately appraised.

# Assessment of Arden Land Rents for Year Beginning March 25, 1920

## WOODLANDS

	Location	Area	"A"	"B"	"C"	Rent
53 1/2	R. E. Pyle .....	Lower Lane and Stile Path .....	10000 84	9.24	2.25	11.49
54	F. Stephens (Craft Shop) .....	East Cor. Millers Road and Cherry Lane .....	15000 100	16.50	6.79	23.29
55	L. B. Ware .....	South Side Cherry Lane East of Millers Road .....	24850 100	27.33	8.50	35.83
56	F. Stephens Lumber Lot .....	Millers Road, Walnut Lane .....	15000 89	14.69	4.10	18.79
56	Wm. Walton .....	North Side Walnut Lane East of Millers Road .....	30000 84	27.72	1.80	29.52
59	A. Priestman .....	South Side Cherry Lane East of Millers Road .....	10206 100	11.23	4.89	16.12
60	F. Stephens (Inn) .....	South Cor. Cherry and Inn Lanes .....	7116 100	7.83	4.58	12.41
61	Frank Brunell .....	South Side Inn Lane East of Cherry .....	9000 85	8.41	.90	9.31
62	Pressman .....	West Cor. Inn Lane and Walnut Lane .....	9000 84	8.32	1.62	9.94
63	E. Rautenberg .....	South Side Walnut Lane East of Millers Road .....	28800 77	24.40	2.88	27.28
64	Louise H. Field (Ariel) .....	South Side Walnut West of Inn Lane .....	28545 78	24.49	2.86	27.35
65	Julius Kumme .....	South Side Walnut opposite Inn Lane .....	28700 79	24.94		24.94
66	Louise H. Field (Spreading Oak) .....	S. E. Cor. Lower Lane and Millers Road .....	7000 82	6.31	1.40	7.71
67	E. E. Moore .....	South Side Walnut East of Inn Lane .....	28525 78	24.51		24.51
68	A. E. Bosse .....	South Side Walnut East of Green Lane .....	35200 77	29.81		29.81
69	R. Rautenberg .....	Southeast Side Walnut Lane near Green Lane .....	20000 63	13.86	2.00	15.86
70	R. Rautenberg .....	" " " " " " " " .....	16265 74	13.24		13.24
71	Dr. H. Hurlong .....	East Cor. of Village Green .....	54440 79	47.32	11.78	59.10
72	G. Arlt .....	North Walnut and Green Lane .....	19650 68	14.70	2.06	16.76
73	L. B. Ware .....	South Cor. Walnut and Village Green .....	35000 89	34.27	12.24	46.51
74	I. Stephens .....	Cherry Lane West of Green Lane .....	40000 92	40.48	13.00	53.48
75	E. E. Moore .....	North Cor. Village Green and Inn Lane .....	44125 95	46.11	14.29	60.40
76	Chas. W. Ervin .....	S. E. Side Village Green .....	46260 84	42.75	10.18	52.93
77	F. W. Whiteside .....	East Cor. Village Green and Woodland Road .....	17500 80	15.40	4.25	19.65
77 1/2	M. A. Renzetti .....	Naaman's Creek (Ice House Lot) .....	1000 100	1.10	.30	1.40
78	Dr. H. Hurlong .....	North Cor. Village Green and Woodland Road .....	10000 74	8.14	2.00	10.14
79	Harry Morris .....	West Cor. Village Green and Theatre Path .....	16000 82	14.43	6.26	20.69
80	N. Roberts .....	North Cor. Village Green and Theatre Path .....	35000 84	32.34	5.83	38.17
81	R. P. Woolery (Mole Hill) .....	West Cor. Village Green Woodland Road .....	20800 86	19.68	6.20	25.88
82	Philip Burnett .....	Naaman's Creek .....	20000 86	18.92	6.00	24.92
83	Frank Stephens (Homestead) .....	North Side Woodland Rd. West Village Green .....	37415 88	36.22	5.94	42.16
84	Arden Club (Field Theatre) .....	Woodland Road .....	7738 89	7.58	1.78	9.36
85	Frank Lincoln .....	North Cor. Millers and Woodland Roads .....	27610 89	27.03	11.72	38.75
TOTAL WOODLANDS..				\$1984.92	\$423.26	\$2408.18

## SHERWOOD

86	Esther Elberson .....	South Side Marsh Road West of Sherwood .....	10000 51 1/2	\$5.61	\$1.00	\$6.61
86 1/2	E. Ramsey .....	South Side Marsh Road West of Sherwood .....	10000 51	5.61	1.00	6.61
87 1/2	B. S. Sisley .....	West Side of Sherwood .....	20000 42	9.24	2.00	11.24
88	Harry Harrison .....	West Cor. Marsh and Sherwood Roads .....	20000 68	14.96	2.30	17.26
89	Harry Harrison .....	West Side Sherwood, West of Grubbs Road .....	20000 63	13.86	2.00	15.86
90-91	A. W. Smith .....	West Side Sherwood, South of Marsh Road .....	40000 44 1/2	19.58	8.00	27.58
92	W. F. Shaw .....	West of Sherwood North of Hillside .....	40000 47	20.68	4.00	24.68
93	W. H. Hamblly .....	North Side of Hillside West of Sherwood .....	20000 53	11.66	2.00	13.66
93 1/2	W. H. Hamblly .....	N. W. Cor. Sherwood and Hillside .....	20000 63	13.86	2.30	16.16
94	A. Tevis .....	South Cor. Sherwood and Grubb Roads .....	16047 72	12.71	4.08	16.79
95	F. Harrison .....	West Side Grubb North of Hillside Road .....	20000 74	16.28	4.00	20.28
95 1/2	Frank Harrison .....	East Side Sherwood North of Hillside Road .....	20000 55	12.10	1.20	13.30
96	W. A. Young .....	East Side Sherwood North of Hillside Road .....	10000 63	6.93	.60	7.53
97	W. A. Young .....	North Cor. of Sherwood and Hillside Roads .....	30000 72	23.76	2.20	25.96
98	W. A. Young .....	West Cor. of Hillside and Grubb Roads .....	20000 79	17.38	4.40	21.78

"A"—% of \$1.10 per 1,000 square feet.

"B"—Rental, exclusive of factors separately appraised.

"C"—Appraisalment of factors of value which are separately appraised.

# Assessment of Arden Land Rents for Year Beginning March 25, 1920

## SHERWOOD

Lot No.		Location	Area	"A"	"B"	"C"	Rent
99	W. A. Young	West Side of Grubb North of Hillside Road	20000	77	16.94	4.00	20.94
100	L. Watson	South Cor. Sherwood and Hillside Roads	20000	69	15.18	4.30	19.48
101	A. Farmer	North Cor. Sherwood Road and Lovers Lane	20000	72	15.84	2.73	18.57
101½	W. Logan	Lovers Lane East of Sherwood Road	20000	72	15.84	2.00	17.84
102	A. Horton	West Cor. Lovers Lane and Orleans Road	30954	72	24.52	3.09	27.61
103	A. Ciotti	East Side Sherwood South of Hillside Road	45046	76	37.65		37.65
103½	Arden Water Co.	Cor. Sherwood and Hillside Roads	4000	76	3.34	.64	3.98
104	J. P. Murphy	West Side Sherwood South of Hillside Road	20000	69	15.18	4.00	19.18
105	H. P. Page	West Side Sherwood South of Hillside Road	20000	69	15.18	4.00	19.18
106	Blanche James	West Cor. Lovers Lane and Sherwood Road	27000	69	20.50	5.40	25.90
107	T. W. Farrell	South Cor. Lovers Lane and Sherwood Road	20000	72	15.84	4.00	19.84
108	H. Harding	West of Sherwood Road North of Highway	10000	72	7.92	2.00	9.92
109	R. McKintry	West of Sherwood Road North of Highway	20000	73	16.06	4.25	20.31
111	Thomas D. Laws	West of Sherwood Road North of Highway	10000	74	8.14	2.52	10.66
112	E. S. Potter	West of Sherwood Road North of Highway	20000	76	16.72	5.05	21.77
113	E. S. Potter	West Cor. Sherwood Road and Highway	20000	76	16.72	5.45	22.17
114	C. L. Potter	South Cor. Sherwood Road and Highway	20000	73	16.06	4.65	20.71
115	Carl Brannin	East Cor. Sherwood Road and Highway	20000	76	16.72	5.52	22.24
116	A. Horton	South Side of Highway East of Sherwood	20000	76	16.72	5.12	21.84
117	C. B. Whitton	South Side of Highway East of Sherwood	20000	82	18.04	3.22	21.26
118	Arden Club	South Side of Highway East of Sherwood	41351	84	38.20	5.57	43.77
119	Vacant	Highway and Orleans Road	20000	89	19.58	2.41	21.99
119½	S. Willey	Orleans Road and Sunset Road	20000	89	19.58	1.21	20.79
120	J. H. Garrod	South Cor. Lovers Lane and Orleans Road	32040	84	29.60	3.62	33.22
121	Thomas Laws	South Side Lovers Lane West of Orleans	20000	79	17.38	3.06	20.44
122	C. F. Bookmeyer	South Side Lovers Lane West of Orleans	20000	79	17.38	2.85	20.23
123	E. C. Gillette	South Side Lovers Lane West of Orleans	20000	79	17.38	2.85	20.23
124	W. Leach	East Cor. Lovers Lane and Sherwood Road	20000	80	17.60	3.87	21.47
125	Arthur Dewees	South Cor. Grubb and Hillside Road	40000	89	35.20	8.40	43.60
126	Ernesto Bagnolio	Southwest Side Grubb East of Hillside	20000	84	18.48	4.00	22.48
127	Ernesto Bagnolio	Southwest Side Grubb East of Hillside	20000	86	18.92	5.17	24.09
128	W. C. Ferris	South Cor. Lovers Lane and Grubb Road	19675	88	19.04	5.08	24.12
129	H. McKay	West Side Grubb South of Lovers Lane	20500	91	20.52	4.10	24.62
130	M. Fritz	West Side Grubb South of Lovers Lane	20000	93	20.46	4.00	24.46
131	F. W. Lincoln	West Cor. Grubb and Orleans Roads	20000	95	20.90	5.20	26.10
132	N. Elias	North Side Orleans West of Grubb Road	10000	88	9.68	.60	10.28
133	I. Lodge	North Side Orleans West of Grubb Road	10000	84	9.24		9.24
134	Jos. Fels' Estate	South Cor. Grubb and Orleans Roads	40000	95	41.80	12.60	54.40
135	Jean G. Worthington	South Side Grubb South Side Orleans Road	40000	95	41.80	10.20	52.00
135½	Arden Water Co.	Spring House Lot	1000	63	.69		.69
136	Arden Church	South Side Grubb opposite Sweep	10000	63	6.93	2.00	8.93
137	H. M. Ware & Co.	Meadow Green	30000	58	19.10	9.00	28.10
138	A. E. Bosse	Meadow Green	20000	58	12.76	4.00	16.76
139	A. E. Bosse	Meadow Green	20000	58	12.76	4.00	16.76
140	A. E. Bosse	Meadow Green	20000	58	12.76	4.00	16.76
141	W. C. L. White	Meadow Green	20000	65	14.30	2.00	16.30
142	Vacant	Meadow Green	10000	65	7.15	1.00	8.15

TOTAL SHERWOOD

\$1052.52 \$223.81 \$1276.33

Total Woodlands .....\$2408.08

Total Sherwood .....1276.33

TOTAL ARDEN .....\$3684.41

"A"—% of \$1.10 per 1,000 square feet.

"B"—Rental, exclusive of factors separately appraised.

"C"—Appraisement of factors of value which are separately appraised.





## TAHANTO

As the deed of trust provides that the community cannot be organized until ten lessees have signed the constitution, organization was not effected until September 22, 1917, entire responsibility having previously resided in the Trustees.

A unique feature of Tahanto is its rent-charges, a policy adopted to facilitate the purchase of additional land. A rent-charge is an obligation resting on the total rent of the enclave, bearing interest at about 7.1 per cent, and running for 99 years. The security afforded the purchaser is essentially that of the owner of an ordinary mortgage. In case of default in the payment of any installment, continued for 60 days, the owner of the rent-charge may by suitable legal process enter upon the land and receive the rents until all default is made good. The capital investment of a single rent-charge is \$140.63, a sum which makes the total annual income at the above rate an even \$10. When an individual holds rent-charges yielding annually \$100 or more, deci-annual payments are made, that is, the payments come ten times a year at certain specified dates. If the income is less than \$100, payments are made on one or more of these dates. A peculiarity of a rent-charge is that the income therefrom, while never less than \$10, may be added to, owing to a provision by which the fixed payments shall be increased by such amount as shall represent the decrease of the average purchasing power of money in a given year, the fact and amount of such decrease being in the determination of the Trustees. Under this provision holders of rent-charges bought in 1918 received for that year an additional payment of 14 per cent; holders of those bought in 1916, 57 per cent; holders of those bought in 1915, 88 per cent; holders of those bought in 1914 and 1913, 96 per cent.

These securities have been running since 1912, and have not missed a single payment. They are based on site value alone, and are further protected by the deed of trust which limits the amount

## TAHANTO

of issue to a constantly decreasing percentage of the site value. An additional advantage of rent-charges is that under the law of Massachusetts they are exempt from the exactions of the state income tax, as they represent rent from land. This system of rent-charges explains the rapid growth of the area of the enclave. Hitherto they have been sold by the trustees at the uniform price of \$140.70; but some have been privately sold at a slightly lower rate, \$139.70, thus yielding about 7.14 per cent.

All state, county, and local taxes which are included in the town tax-bills are refunded to the members of the community. Beginning in 1917 and each year thereafter there has also been made a refund of part of the income taxes, both state and national. Tahanto resembles Fairhope, therefore, in providing for the taxes of lessees by way of a refund, while Arden makes direct payment.

By vote of the community, land under forests may be exempt from rent payment until the wood is cut, a provision which makes forestry practicable for the man of ordinary means. The Rochdale Society of Tahanto was organized November 17, 1915, which, although its volume of business has been limited, has yet shown a constant profit. The Constitution, By-Laws, etc., of the Society are practically the same as those of the Rochdale Society of Halidon. (See pages 94-100.) There has never been a case of infant mortality in Tahanto.

The growth of Tahanto is shown by the table on the following page.

The Trustees are R. F. Alfred Hoernlé, M. Phillips Mason, and Fiske Warren; the Clerk is Jessie Grant Cameron; the Treasurer is Daniel Horace Cameron; the Councilors are Alexander D. MacLennan, chairman, Wallace W. Atwood, and Roland B. Dixon.

Scholarly attainment in Tahanto is represented by Wallace W. Atwood, Ph.D, President of Clark University; Roland B. Dixon,

## TAHANTO

Ph.D., Librarian and Curator of Ethnology of the Peabody Museum of American Archaeology and Ethnology, Harvard University; M. Phillips Mason, Ph.D., head of the Department of Philosophy in Bowdoin College; R. F. Alfred Hoernlé, S.B., head of the Department of Philosophy in the University of Dur-

### THE GROWTH OF TAHANTO

<i>Year</i> <sup>1</sup>	<i>Acres</i>	<i>Hectares</i>	<i>Gross Rent</i>
1909	1	0.4	\$10
1910	5	2	66
1911	15	6	152
1912	15	6	180
1913	166	67	633
1914	490	198	753
1915	514	208	1737
1916	514	208	2553
1917	515	208	3731
1918	546	221	2664
1919	546	221	4776
1920	546	221	4819

ham, England; Cipriano de Montoliu y de Togores (Marquis de Montoliu), Doctor in Law and Social Science, recently second legal adviser of the Municipal Council of Barcelona and librarian of the Social Museum of Barcelona, founder and permanent secretary of the Civic Association for the Garden City, author of various Spanish books, translator of selected works of Ruskin, Shakespeare, Emerson, and Whitman, instructor of Spanish in Yale University; G. O. Warren, author of two volumes of poems, *Trackless Regions*, and *The Sword*.

<sup>1</sup> Fiscal year ends March 31.

## TAHANTO

### DEED OF TRUST

WHEREAS, by Declaration of Trust dated April 15, A.D. 1912, and recorded with Worcester District, Massachusetts, Deeds, Book 1992, Page 245, Lewis Jerome Johnson of Cambridge, Massachusetts, William L. Price of Moylan, Pennsylvania, and Fiske Warren of Harvard, Massachusetts, declared certain trusts as to land referred to; and

WHEREAS, said Declaration of Trust by article seventh thereof reserved to the trustees powers by instrument in writing executed by them and approved in writing by a majority of the members of the Community of Tahanto in said Declaration of Trust referred to, to amend said Declaration of Trust, and

WHEREAS the said Johnson resigned as trustee by instrument in writing dated March 10, 1914, recorded in said Worcester Registry of Deeds, Book 2052, Page 546, and Mortimer Phillips Mason of said Harvard, was appointed in his place by instrument in writing dated April 17, 1915, recorded in said Worcester Registry of Deeds, Book 2077, Page 268; and

WHEREAS the said Price died October 14, 1916, and R. F. Alfred Hoernle of Oxford, England, by instrument in writing dated June 12, 1917, recorded with said Worcester Registry of Deeds, Book 2134, Page 97, was appointed in his place;

NOW THEREFORE, we, the said R. F. Alfred Hoernlé, Mortimer Phillips Mason, and Fiske Warren, by virtue and in execution of the powers conferred upon us, do hereby amend said Declaration of Trust so that the same shall read as follows :

### DEED OF TRUST

*Recorded with Worcester District Registry of Deeds  
Book 1992, Page 245*

WHEREAS certain real estate in the town of Harvard, Massachusetts, has by deed of even date herewith been conveyed by Austin T. Wright, of Cambridge, Massachusetts, to Lewis Jerome Johnson, of Cambridge, Massachusetts, William L. Price, of Moylan, Pennsylvania, and Fiske Warren, of Harvard, Massachusetts, as joint tenants and not as tenants in common; and

WHEREAS, said Johnson, Price, and Warren, hereinafter called the Trustees, have accepted said conveyance on the trusts hereinafter set forth;

## TAHANTO

NOW THEREFORE we, the said Trustees, do hereby declare that we hold and stand seized of said real estate, and covenant with said Austin T. Wright, and all persons who may become interested hereunder, that we will hold and stand seized thereof and of all other real estate or personal property that may hereafter be conveyed to us as such Trustees for the following purposes and upon the following trusts, to wit:

*Name of Trust* FIRST: The Trustees under this instrument shall be known as the Trustees of Tahanto.

SECOND: The Trustees shall from time to time set apart for public use by the members of the community hereinafter referred to such portions of the trust property not at the time leased as the *Use of Property* community shall by action duly taken in accordance with its organization from time to time determine, and from time to time withdraw from such public use any of such property in accordance with directions given in like manner by the community; the Trustees shall from time to time grant leases for ninety-nine (99) *Leases* years or shorter terms of such portions of said land not at the time reserved for public use as they think fit, and the community hereinafter referred to, if in existence, approves, to such persons, including corporations, as may apply therefor and may be approved by said community, or, if there is at the time no organized community, by the Trustees. Such leases shall:

(1) provide for an annual rental equal to the full economic rent of the *Rental* land leased, such rental to be determined from year to year by the Trustees until there is an organized community as hereinafter provided for, and, whenever there is such an organized community, by it, in such manner as its organization may provide; any leaseholder aggrieved by the action of the Trustees or of the community fixing the rent to be paid by him in any year, may require an arbitration to fix the amount of the rental; the Trustees may if *Arbitration as to Amount* they deem the rent to be paid by any leaseholder in any year as fixed by the community too low, require an arbitration between themselves and such leaseholder to fix the amount of the rental, or, if they deem the rent too high, may require an arbitration between themselves and the community to fix the amount of the rental; every arbitration shall be in the manner provided in this deed of trust and the decision of the arbitrators fixing the rent shall be final;

## TAHANTO

(2) provide that all improvements made upon the leased land shall be the property of the Lessee, and may be removed from the land by the Lessee or by any purchaser thereof from the Lessee at any time before the termination of the lease, if the rest is not then in arrears, and if sold to a new tenant of the same land before right of removal terminates may be held by the latter with the same right of removal as if made by him;

(3) provide that the Trustees will from the income received from all land from time to time held by them to the extent of such income pay all taxes and assessments that may be lawfully assessed upon all the land from time to time so held by them and upon all improvements thereon, whether assessed as real estate or personal property, and all interest upon any mortgage or other incumbrance covering such land or any of it;

(4) provide that the Trustees may in their discretion, in the name and behalf of any Lessee, apply for and prosecute any proceedings for an abatement of any tax or assessment assessed to such Lessee which under the terms of the lease would be payable by the Trustees;

(5) provide that all or any part of the property leased to any person by the Trustees may at any time by action of the community, when there is an organized community, in such manner as its form of organization may provide, be taken for any public use for the community; in case of any such taking the community shall award damages for such taking if the Lessee has suffered any damage thereby; in case the Lessee is dissatisfied with the sum awarded, the damages to be paid shall be determined by arbitration;

(6) provide that the lease may be terminated for violation of such reasonable ordinances as the community may from time to time enact and declare to be a cause for termination, and as the Trustees approve;

(7) provide that every leaseholder by acceptance of a lease becomes a member of the community if there is an organized community and accepts its constitution and ordinances. The leases shall be substantially in the form hereto annexed, except so far as the Trustees may from time to time, with the approval of said community, change the provisions thereof other

## TAHANTO

than those enumerated above. The Trustees, with the approval of the community, may with consent of the individual Lessee change such excepted provisions as to any particular lease.

THIRD: The Trustees shall have the following powers and obligations:

(1) They shall apply the income received by them from all the land from time to time held by them in trust to the following purposes, in the following order, payments in each class to be made in full or ratably if they cannot be made in full:

(A) They shall pay all taxes and assessments that may be lawfully assessed upon all the land from time to time so held by them and upon all improvements thereon, whether assessed as real estate or personal property, and all interest upon any mortgage or other incumbrance covering such land or any of it.

(B) They shall pay all the reasonable and proper expenses, other than those herein specifically enumerated, of administering their trust, but not including any compensation for their own services.

(C) They shall pay annually to Fiske Warren or his executors, administrators or assigns, a sum not less than eighty-three and 82-100 (83.82) dollars until the total sum of eight thousand and three hundred and seventy-six and 42-100 (8376.42) dollars shall, together with interest on the unpaid balance each year at the rate of three and one third ( $3\frac{1}{3}$ ) per cent per annum, have been so paid, and shall pay in like manner to said Fiske Warren as to land acquired from him after April 15, 1912, and to any other person from whom land may hereafter be acquired such sum by installments, including interest on the unpaid balance as agreed upon, as may at the time of such acquisition be fixed. If at any time any land adjoining the trust property comes under a single tax system, and the community is of opinion that the payment first above provided to said Fiske Warren puts the community at a disadvantage as compared with occupants of such adjoining land, the community may require an arbitration between it and said Fiske Warren, his legal representatives or assigns, to determine whether or not there is such a disadvantage, and if so whether such payment shall be discontinued or be reduced, and if reduced by what amount.

(D) They shall pay such other sums as may from time to time by action of the Trustees be charged by agreement or otherwise on the annual rental.

## TAHANTO

(E) They shall pay any indebtedness incurred in connection with acquiring new land or for money borrowed for the purposes of the trust as may become due and not be paid from other sources or be provided for by extension, loan or otherwise.

(F) They may reserve each year by action of a majority of the Trustees such sum, if any, not exceeding in any year ten per cent of the gross income for such year as such majority may determine to be set apart, as a contingent fund and used at such time thereafter as such majority think proper for any purpose authorized by the trust, including acquisition of additional land and property thereon.

(G) They shall pay all taxes and assessments on tangible personal property situated on the trust real estate belonging to members of the community, or to persons who if fifteen (15) years of age would be members of the community, other than improvements.

(H) They shall pay all poll taxes assessed for that year upon members of the community.

(I) They shall distribute at such time in such year as they think fit such amount, if any, as they think fit, but not exceeding a sum bearing the same proportion to the tax assessed by law the preceding year on the real estate held in trust, exclusive of all buildings thereon, that the aggregate tax in Massachusetts for the preceding year on personal property and on income bears to the aggregate tax in Massachusetts for the preceding year on real estate, exclusive of all buildings thereon, equally per capita except as hereinafter provided, among all persons who in the preceding year were Lessees or members of the community and paid a tax under the laws of Massachusetts as residing on the trust estate upon personal property other than tangible property of the kind above specified, or on income, provided as to each person that such payment shall be made only on written demand made therefor between July 1 and December 31 of the year preceding the year in which such payment is to be made. Such distribution shall be made in equal shares per capita, except that no person shall receive a sum in excess of the taxes, or such fractional part thereof as the Trustees may fix, so paid by such person in such preceding year on such personal property and income; any such excess of an equal share shall be divided equally among the other shares subject to the same limitation. The Trustees shall also distribute such amount, if any, as they think fit, not exceeding a sum bearing the same proportion to the tax assessed by law the preced-



## TAHANTO

ing year on the real estate of the trust, exclusive of all buildings thereon, that the aggregate United States income tax collected in Massachusetts in such preceding year bears to the aggregate tax in Massachusetts for such preceding year on real estate, exclusive of all buildings thereon; such last named distribution shall be only to persons who in such preceding year were Lessees or members of the community or paid an income tax to the United States as residing on the trust estate; such distribution shall be made only on like written notice and in the same manner above provided, except that no person shall receive a sum in excess of the income tax or such part thereof as the Trustees may fix so paid by such person in such preceding year.

(2) After making the foregoing payments the Trustees shall pay over any surplus remaining to the community hereinafter referred to for *Public* application to uses public in the sense that they cannot be *Purposes* left to individuals without giving one an advantage over others, and including hiring any real estate for public use and including the acquisition of additional real estate, together with whatever personal property may reasonably be purchased as a part of the transaction, to be held by the Trustees, who shall within a reasonable period sell any improvements that may be on the land so acquired, except so far as such improvements are retained for public use of the community. In case and whenever there is no organized community to which such income can be paid over, the Trustees shall themselves apply such surplus net income to such public uses for the common benefit of their lessees, or in their discretion may pay the same to the town of Harvard.

(3) The Trustees shall have power to acquire additional real estate on such terms as in their discretion they think fit, including power *Powers as to* to purchase wholly or in part on credit, to take the same *Acquiring* subject to a mortgage, or themselves to borrow money *Additional* on the credit of such real estate and to mortgage the *Land* same as security, or subject to the provisions as to application of income above set forth to charge the rental received from such additional land, or from all or any part of the land held by them including such additional land, with a payment to meet the interest on any unpaid purchase money and to pay off the purchase price, or any indebtedness therefor or for money borrowed to acquire such land, but they shall have no authority to cre-

## TAHANTO

ate any legal liability on the part of the community to pay for any such land or to create any legal obligation by which the rental of any land can be reached and applied, except by their voluntary act in charging the same as above provided, to satisfy any claim for unpaid purchase money. The Trustees with the approval of the community shall have power to suspend for such time as they think fit and the community approves the rent payable under any lease; the rent so suspended shall constitute a first lien on the improvements (including any growing timber) on such land, and shall be payable with interest at the expiration of the term of suspension or upon the earlier termination of the lease; such lien may be enforced by seizure of such improvements and sale thereof, or in any way authorized by law. The Trustees may pledge any suspended rent as security for money borrowed by them. The Trustees may, with the approval of the community, at any time sell any of the trust property not then under lease and convey the same to the purchaser free from any trust; the proceeds of any property so sold may be applied to any purpose to which surplus income is applicable, and no purchaser from the Trustees shall be responsible for the application of the purchase money.

(4) The powers of the Trustees as to borrowing shall include the power:

(A) to borrow money from time to time to an amount equal in the aggregate with all loans at the time outstanding to the value as determined by the Trustees of all the land owned by them, exclusive of improvements thereon, less a deduction of one (1) per cent of the value of each parcel for each year from the date of its acquisition to the date of such borrowing, to make every such loan on such terms as they think fit, and issue therefor such evidences of indebtedness as they elect, including, without restricting the generality of the foregoing words, bonds, notes and certificates of indebtedness; for the purposes of this provision the value of land shall be determined by multiplying the gross rent received during the preceding year by one hundred and dividing it by six or other figure representing the then legal rate of interest in Massachusetts: such right to borrow money shall include a right to borrow on the terms of paying a fixed sum yearly or oftener for a term of years of the life or lives of any person or persons, or other period, by way of interest and amortization;

(B) to secure any loan by mortgage of all or any part or parts of the land owned by the Trustees in such form and on such terms as they think proper, including power to make an open mortgage which

## TAHANTO

shall provide for securing other indebtedness that may be subsequently contracted or other evidence of indebtedness subsequently issued, and including power to provide or not, as they think fit, as to any or all land so mortgaged so far as may be consistent with any lease or leases of any particular parcels thereof then in force or thereafter to be given that the mortgage shall or shall not, as the case may be, give any title to improvements then existing or that may thereafter be put upon such land or any parcel or parcels thereof;

(c) to extend any mortgage now or hereafter in force covering any of the trust property;

(d) in their discretion to insert in any lease hereafter given a provision, and to agree with any existing or future Lessee upon modifying such lease by including therein a provision, authorizing the Trustees to mortgage the land covered by such lease alone or with other land in the manner and upon the terms above specified;

(e) to relieve any person lending money to them from all obligation to see to the application of the money loaned or to determine any fact authorizing the action of the Trustees and by them alleged to exist.

(5) No person paying money as rent or otherwise to the Trustees shall be bound to see to the application thereof and no person in good faith receiving money from the Trustees shall be bound to inquire whether the payment is made in accordance with the terms of this trust.

FOURTH: The community herein referred to shall consist of all the persons not less than fifteen (15) years of age for the time being holding leases from the Trustees, the wife or husband of a  
*The Community* leaseholder, and of such other persons not less than fifteen (15) years of age residing on the trust estate, as may by the form of organization adopted by such leaseholders be associated with them. Such organization shall exist whenever not less than ten (10) leaseholders have so organized, and shall continue as long as such organization is maintained and not less than ten (10) leaseholders remain members.

FIFTH: Any Trustee under this instrument may resign his trust  
*Resignations* by instrument in writing delivered to his co-trustees or co-trustee and recorded in Worcester County, Massachusetts, Registry of Deeds. Whenever a vacancy from any cause ex-

## TAHANTO

ists in the number of Trustees, the surviving or remaining Trustees shall by instrument in writing recorded in said Registry of Deeds appoint a new Trustee or Trustees, who shall upon confirmation by said community by a vote of a majority of such members as are present and vote at a meeting called for the purpose in such manner as the form of community organization may provide, or without confirmation if no organized community is in existence, forthwith and without the necessity of any conveyance become vested jointly with such surviving or remaining Trustees or Trustee with the same rights, powers, titles and estate as if originally appointed a Trustee hereunder. Pending the appointment of a new Trustee, the surviving or remaining Trustees or Trustee may exercise all the powers of the Trustees hereunder.

*Vacancy* *New Trustees* *Action by Trustees* *Delegation of Powers* **SIXTH:** Except as otherwise herein expressly provided, all action by the Trustees must be the unanimous act of all the Trustees for the time being, but any Trustee may delegate to another Trustee such part of his powers for such time as he thinks proper by instrument in writing, and the Board of Trustees may in like manner delegate to any one of their number such part of the powers of the board for such time as they think proper; any such delegation by a Trustee or by the Board may at any time be revoked by him or by the Board. Any Trustee may so delegate his power to act in respect to any matter, in which he has a personal interest, and may then deal with the Trustees free from any fiduciary obligation as to such matter.

*Amendments and Termination* **SEVENTH:** This declaration of trust may be amended or terminated at any time by instrument in writing executed by a majority of the Trustees for the time being and approved in writing by a majority of the members for the time being of the Community of Tahanto, but no such amendment shall impair any of the rights of a Lessee from the Trustees under his lease, or shall provide for any other distribution or disposition of the trust property free from the trust that is herein provided for.

*Duration of Trust* **EIGHTH:** Unless sooner terminated as hereinbefore provided, this trust shall continue until the expiration of twenty-one (21) years after the death of whichever of the following named persons dies last, to wit: said Lewis Jerome Johnson, said William L. Price, and said Fiske Warren; Jerome Allen Johnson and Chandler Willard Johnson, the last two being children of said

## TAHANTO

Lewis Jerome Johnson; Margaret Lightfoot Price, William Webb Price, Ruth Kirk Price, and Catherine Price, the last four being children of said William R. Price, and Rachel Warren, Marjorie Warren, and Hamilton Warren, being children of said Fiske Warren.

NINTH: Upon the expiration or prior termination of this trust the Trustees shall convey all the trust property then in their hands, subject to any leases then outstanding, absolutely and free from any trust, to such person or persons or body corporate as a majority of the Trustees for the time being and a majority of the members for the time being of the community shall in writing determine, or, upon failure to agree, or, if for any reason there is no longer any community, then to the town of Harvard. Such conveyance shall be upon the terms that all leases at the time outstanding shall remain in force; the Lessees shall be bound to pay as rental such amount as may be agreed upon by them and the grantee of the reversion as the fair equivalent from time to time of the economic rent less any taxes and assessments required to be paid by the Lessee, which by the terms of the lease should be paid by the Lessor; in case the Grantee and Lessee cannot agree upon such equivalent it shall be determined by arbitration. If at the time of conveyance the payments to be made to said Fiske Warren, or to any other person for land acquired, have not terminated, the Grantee shall continue bound to make such payments to the same extent to which the Trustees would have been bound to make payments.

TENTH: Wherever a reference to arbitration is provided for in this instrument, such reference shall be to three disinterested persons, each party interested choosing one out of three persons named by the other, and the third being selected by the two so chosen; the award in writing of a majority of the referees shall be conclusive and final upon the parties.

ELEVENTH: A certificate signed and sworn to by a majority of the Trustees for the time being and recorded in said Worcester Registry of Deeds, stating that certain persons constitute all or a majority of the members of said community, or reciting the existence of any fact the existence of which is required to authorize any action taken by the Trustees, shall as to third persons acting in reliance thereon be conclusive evidence of such statement therein contained or of the existence of such fact.

## TAHANTO

TWELFTH: Whenever the approval of the community is required for any act, such approval may be given by majority vote of members present and voting at a general or special meeting. If *Approval of* and whenever there is no organized community in existence, the Trustees may exercise alone any power which *Community* by this instrument may be exercised by them with the approval of the community, or a majority of its members.

THIRTEENTH: Said premises conveyed to the Trustees by deed of even date herewith are in part subject to leases heretofore given thereon, none for a term continuing beyond December 31, 1915. The Trustees during the continuance of said several leases and at the end thereof will perform all obligations by the Lessor therein to be performed and observe all rights of the Lessees in respect to the leased premises and anything standing or growing thereon. Subject to the provisions of said leases, the Trustees will apply the rental therefrom in accordance with this declaration of trust which shall be applicable to said leased premises during the continuance of said leases respectively, so far as is consistent with the provisions of the several leases.

IN WITNESS WHEREOF, we, the said Lewis Jerome Johnson, William L. Price and Fiske Warren, have hereunto set our hands and seals this fifteenth day of April, A.D. 1912.

Lewis Jerome Johnson  
William L. Price  
Fiske Warren

And we the undersigned members of said Community of Tahanto, *Assent of* hereby assent to the foregoing amendment to said Decla-  
*Members* ration of Trust and hereunto set our hands and seals.

Marjorie Warren	(s)	Fiske Warren	(s)
Matthew H. Gately	(s)	Gertrud N. Mason	(s)
Nellie F. Mongovin	(s)	M. Phillips Mason	(s)
Ellen Mongovin	(s)	Caroline I. Martens	(s)
Frederick St. John	(s)	Roland B. Dixon	(s)
Olive St. John	(s)	Margaret C. Osgood	(s)
Frederick L. St. John, Jr.	(s)	D. H. Cameron	(s)
Perley St. John	(s)	Mildred C. Cameron	(s)
Helen C. Wilson	(s)	J. W. Desmond	(s)
F. Lowell Kennedy	(s)	Abbie Desmond	(s)
Gretchen Osgood Warren	(s)	K. M. MacLennan	(s)

And we, the said R. F. Alfred Hoernlé, Mortimer Phillips Mason and Fiske Warren, hereby certify that the above persons, viz: Mar-

## TAHANTO

jorie Warren, Matthew H. Gately, Nellie F. Mongovin, Ellen Mongovin, Frederick St. John, Olive St. John, Frederick L. St. John, Jr., Perley A. St. John, Helen C. Wilson, F. Lowell Kennedy, Gretchen Osgood Warren, Fiske Warren, Gertrud N. Mason, M. Phillips Mason, Caroline I. Martens, Roland B. Dixon, Margaret C. Osgood, D. H. Cameron, Mildred C. Cameron, J. W. Desmond, Abbie Desmond, K. M. MacLennan — who have assented to the foregoing amendment constitute a majority of the members of the Community of Tahanto at the present time.

IN WITNESS WHEREOF, we, the said R. F. Alfred Hocrnél, Mortimer Phillips Mason and Fiske Warren, have hereunto set our hands and seals this eighth day of November, A.D. 1917.

R. F. Alfred Hocrnél  
Mortimer Phillips Mason  
Fiske Warren  
*as trustees as aforesaid*

*Commonwealth of Massachusetts.*  
*Worcester ss.*

*November 8, 1917*

Then personally appeared the above-named Mortimer Phillips Mason, Trustee, and acknowledged the foregoing instrument to be his free act and deed as Trustee,

Before me,

Arthur H. Turner, *Justice of the Peace*

## LEASE

THE Trustees of Tahanto, under deed of trust dated April fifteenth, A.D. 1912, and recorded with Worcester County, Massachusetts, Deeds, Book 1992, Page 245, hereinafter called the Lessors, which expression shall include their successors in trust and assigns, wherever the context permits, hereby demise and lease unto

of , hereinafter called the Lessee, which expression shall include the heirs, executors, administrators and assigns of the Lessee, wherever the context permits, the following described parcel of land in Tahanto in the town of Harvard, in said Worcester County, *to wit*:

TO HAVE AND TO HOLD for the term of years, beginning A.D. 19 , upon the following terms and conditions: The Lessee by accepting this lease becomes a member of the Community of Tahanto and accepts and covenants to be bound by

## *TAHANTO*

the constitution and ordinances of said Community, and by all the provisions of said deed of trust including any amendments duly made thereto, and covenants with the Lessors:

1. To pay annually in advance to the Lessors, on the first day of April of each year, beginning April first next, as annual rent, a sum equal to the full economic rent for one year of said parcel of land, exclusive of improvements thereon, as such rent may from year to year be fixed by the Trustees or by the Community of Tahanto subject to revision by arbitration as provided in said deed of trust.

2. To observe and comply with and not permit any person to occupy or be upon the demised premises who fails or refuses to observe and comply with all reasonable ordinances and regulations that may from time to time be enacted by the Community of Tahanto in accordance with its constitution.

3. To permit the Lessors in their discretion, in the name and behalf of the Lessee, to apply for and prosecute any proceedings for an abatement of any tax or assessment assessed to the Lessee which under the terms of the lease would be payable by the Lessors.

4. To permit all or any part of the leased premises to be taken by said Community in such manner as its form of organization may provide for any public use for the Community, upon payment of damages determined in the manner provided in said deed of trust.

5. During the continuance of this lease not to cut or intentionally injure or destroy any tree growing on the demised premises that is more than four (4) inches in diameter at a point of eighteen (18) inches above the ground, without the written consent of the Trustees except that trees which were not growing on the demised premises April 15, 1912, may be cut and removed by the Lessee.

The Lessors covenant with the Lessee:

To apply all rent collected from the demised premises and from all other land leased by them under said deed of trust to the following purposes in the order specified:

(A) To the payment in full, or ratably if they cannot pay in full, of all taxes and assessments that may be lawfully assessed upon all the land from time to time held under said deed of trust, including improvements on such real estate, whether assessed as real estate or personal property, and of all interest upon any mortgage or other incumbrance covering such land or any of it;



## TAHANTO

(u) To such purposes and in such manner as the deed of trust or any amendment thereof may from time to time provide.

It is agreed by the parties hereto:

A. All improvements upon the demised premises made or acquired by the Lessee shall be and remain the property of the Lessee and may be removed by the Lessee at any time before the termination of this lease, if the rent is not then in arrears, and may be sold by the Lessee to any person with a like right of removal, and if so sold to a new tenant of the land may be held by such tenant with the same right of removal as if erected by him; any purchaser may in like manner and under the same conditions sell such improvements. The Lessee or the purchaser of any improvements shall upon removing them be bound to leave the land in as good condition as when the improvements were first erected, and the Trustees may require reasonable security therefor as a condition of permitting such removal.

B. This lease may be terminated at any time by the Lessors for breach of any covenant by the Lessee continued for thirty (30) days after notice in writing demanding performance, delivered at or posted on the premises, except that there shall be no such termination for breach of the Lessee's covenant numbered 2 unless the ordinance or regulation violated is approved by the Trustees and declares that its violation shall be a cause for termination.

C. The Lessee may at any time terminate this lease by not less than sixty (60) days' notice in writing delivered to or posted, with postage prepaid, to the Trustees, but such termination shall not release the Lessee from obligation to pay the full year's rental if the termination takes place in the course of a year.

IN WITNESS WHEREOF, the Lessors as Trustees as aforesaid and not individually and the above-named Lessee have hereunto set their hands and common seal, which each of them hereby adopts, this — day of —, A.D. 19—.

*Commonwealth of Massachusetts.*

*ss.*

19 —.

Then personally appeared the above-named \_\_\_\_\_ and acknowledged the foregoing instrument to be his free act and deed, in his said capacity,

Before me,

## TAHANTO

Worcester ss.

19       , at       h.       m.,       m. Received and entered with Worcester District Deeds, Book       , Page       .  
Attest :

*Register*

## CONSTITUTION

### *Preamble.*

We, residents or leaseholders of Tahanto, in order to establish a social system of progress, industry and mutual helpfulness, hereby organize a body politic under the following Constitution:

## CONSTITUTION

### ARTICLE 1.

This community shall be known as Tahanto, and its communal affairs, except as already provided for in the deed of trust, shall be administered by the people of Tahanto in public meeting assembled, and by such officers as they shall elect.

## VILLAGE MEETING

### ARTICLE 2.

Every natural person who is a leaseholder or resident of Tahanto not less than fifteen (15) years of age without discrimination on account of sex, and the wife of any leaseholder shall be a member of the community and entitled to a voice and vote at all village meetings, except any person legally entitled to be registered as a voter in the town of Harvard who is not so registered.

A regular meeting shall be held on the last Saturday of every month, at 7.30 p.m. Public notice shall be given of any change in the date, place or hour of meeting.

A special meeting shall be called by the Chairman of the Council upon request in writing signed by five or more of the residents or leaseholders. The village clerk shall notify all leaseholders of such special meeting, stating the time and object.

## COUNCIL

### ARTICLE 3.

A Council, consisting of three Representatives, shall be elected by the village meeting, under the Hare-Spence system of proportional representation.

## TAHANTO

This Council shall serve until another is elected, and elections shall always be for the entire Council, and not for individual Representatives separately. Such election shall be held whenever the village meeting by a majority of those voting determines to hold an election.

The Council shall elect its own Chairman, and shall appoint a Treasurer, subject to confirmation by the village meeting, a Clerk, and also such other officials as the village meeting may authorize, all of whom shall serve until their successors are appointed. These officials shall not be remunerated except by the specific authority of the village meeting.

The Council shall administer the affairs of the community, subject to the authority of the village meeting, and the provisions of the deed of trust. It shall allot lands to applicants, in the order of application, unless otherwise instructed by the village meeting, and shall make yearly assessments of rent for the use of such lands, subject to appeal to the village meeting. A statement of the aforesaid allotments and assessments shall be by them submitted to the Board of Trustees, with a recommendation that corresponding leases be made out and rents collected.

All orders for the expenditure of communal funds shall be signed by some one of the Representatives and countersigned by another.

The Council shall appoint such standing committees and employ such persons as they may deem advisable, and undertake such public works, and expend such public funds as the village meeting may authorize.

### VILLAGE CLERK

#### ARTICLE 4.

The Clerk shall be appointed by the Council, and shall perform such clerical duties as may be assigned to him. He shall also serve as clerk of the village meeting, and shall keep minutes of such meetings, and submit them for correction or approval at the next meeting.

He shall receive applications for land, and keep a record of the same in order of application.

### TREASURER

#### ARTICLE 5.

The Treasurer shall have charge of all communal funds, not in the hands of the Trustees; shall keep accurate books of account, and

## TAHANTO

shall submit the same for audit whenever requested. He shall pay out communal funds only upon an order made out and signed by any one of the Representatives, and countersigned by another.

He shall give such bond as may be required by the Council.

The accounts both of the Trustees and of the Treasurer shall be audited at least every six months by a committee of three appointed by the Chairman of the village meeting.

### ARTICLE 6.

This Constitution may be amended, altered or abrogated by a majority vote of those present at any regular village meeting, or at any special meeting, provided that written notice of such special meeting shall have been sent to every leaseholder at least a week before.

### ARTICLE 7.

This Constitution shall go into effect as soon as it has been signed by ten leaseholders.

## ENCLAVE OF TAHANTO

*Harrard, Massachusetts*

RENTAL ASSESSMENTS FOR YEAR ENDING MARCH 31, 1921  
PAYABLE ON OR BEFORE APRIL 1, 1920

<i>Lessee</i>	<i>No. of acres</i>	<i>Rate per acre</i>	<i>Total</i>
Wallace W. Atwood, <i>assignee</i>	5.83	\$15.25	\$88.91
D. Horace Cameron	82.26	1.34	110.14
Charles F. Chisholm	144.22	2.06	297.09
Abbie Desmond	1.	37.13	37.13
Roland B. Dixon	13.18	37.51	494.38
Francis Flynn	.25	20.81	5.20
Estate of Arthur H. Jewett	1.	43.01	43.01
Alexander Lozier	.37	13.91	5.15
Caroline I. Martens	1.61	6.94	11.17
M. Phillips Mason	12.19	26.48	322.79
Ellen Mongovin	.82	25.27	20.72
Margaret C. Osgood	2.15	42.23	90.79
Frederick St. John	43.6	2.50	109.00

# TAHANTO

<i>Lessee</i>	<i>No. of acres</i>	<i>Rate per acre</i>	<i>Total</i>
Fiske Warren			
Forbes	3.83	\$15.25	\$58.41
Barnard	18.82	6.89	129.67
Eildonshiel	9.25	22.73	210.25
Tahanto Farm (South)	31.5	35.84	1,128.96
Tahanto Farm (North)	10.69	35.93	384.09
Mangovin & Bowers	114.27	5.72	653.62
Repair Shop	1.91	25.68	49.05
Savage & Whitcomb	23.35	22.89	534.48
Davis	1.1	15.25	16.78
Dickson	18.87	20.33	383.63
Sheep Island	1.5	42.02	63.03
Harriet T. G. Whitney	.19	28.50	5.42
Helen C. Wilson	2.6	13.49	35.07
	<u>546.36</u>	<u>\$9.68</u>	<u>\$5,287.94</u>
Land unlet	1.90		
	<u>548.26</u>		

## COUNCIL OF TAHANTO

Alexander D. MacLennan, *Chairman*  
 Roland B. Dixon  
 Hamilton Warren

*March 20, 1920*

## HALIDON

THE enclave of Halidon comprises 173 acres, of which 120 served as the foundation of the trust of Halidon, formed July 18, 1911, while 53 were added October 24, 1913. The land consists of a low plateau, 60 feet above the Presumpscot River, in the village of Cumberland Mills, in the city of Westbrook, Maine. Its western boundary is within a mile of the paper factory of the S. D. Warren Company, post-office, railway, and trolley of the village, while the eastern is within about the same distance from the trolley at Riverton, in the district of Portland called Deering, five miles from the heart of the city.

The original trustees were William Price, Frank Stephens, and Fiske Warren. The system in general is like that of Tahanto. Many persons becoming interested at the beginning through the efforts of Miss Lillian B. Quinby, plots were freely taken even by those not intending to build, and Halidon was enabled to organize itself as a community in the autumn of 1912. The three members of the governing council, called "Representers," were elected by the Hare-Spence system of proportional representation, which has been in use ever since, each election being for the whole board. Both sexes, down to fifteen years of age, have the ballot. The Council has the right to appoint the village clerk, the treasurer (subject to confirmation by the meeting), and any other officers. All its acts are reviewable by the village meeting, which can also elect a new Council whenever it desires.

The community, about half of which consists of persons employed in the paper mill, is still small, notwithstanding the fact that all the land is under lease, but the growth has been satisfactory and the prospects are good. Thus far it has raised little or nothing for the market, agriculture when pursued being only an incidental interest of each household. The rents range from

## HALIDON

\$6 to \$15 an acre. A distinctive feature of Halidon as compared with other enclaves is the number of persons showing their good will by taking lots which they do not intend to develop, and paying the rental assessments.

On May 15, 1919, there was organized the Rochdale Society of Halidon, which, although its volume of business has been necessarily small, has made a continuous profit and is building itself up under the efficient management of Mrs. Stella W. Griffiths.

The growth of Halidon appears from the following table:

<i>Year</i> <sup>1</sup>	<i>Acres</i>	<i>Hectares</i> <sup>1</sup>	<i>Gross Rent</i>
1912	120	49	\$43
1913	120	49	36
1914	172	70	203
1915	172	70	285
1916	172	70	333
1917	172	70	750
1918	172	70	840
1919	172	70	892
1920	172	70	1090

The officers are as follows: Trustees, Ernest B. Gaston, Lois Warren Shaw, Fiske Warren; Clerk, Grace Perley Locke; Treasurer, Stella W. Griffiths. The Councillors are Wallace I. Corbett, chairman, Stella W. Griffiths, Lillian B. Quinby.

<sup>1</sup> Fiscal year ends March 31.

# HALIDON

## DEED OF TRUST

### DECLARATION OF TRUST FOR HALIDON AS AMENDED

APRIL 13, 1912

WHEREAS, by Declaration of Trust dated July 18, A.D. 1911, and recorded with Cumberland County, Maine, Deeds, Fiske Warren, of Harvard, Massachusetts; Frank Stephens, of Philadelphia, Pennsylvania, and William L. Price, of Moylan, Pennsylvania, declared certain trusts as to land therein referred to; and

WHEREAS said Declaration of Trust by Article Seventh thereof reserved to the Trustees powers by instrument in writing executed by them and a majority of the members of the Community of Halidon in said Declaration of Trust referred to, to amend said Declaration of Trust, and by Article Twelfth, authorized the Trustees whenever there was no organized community in existence to exercise alone any powers which they were authorized to exercise with the approval of the community; and

WHEREAS there is not any organized community as contemplated by said Declaration of Trust;

NOW THEREFORE, we the said Fiske Warren, Frank Stephens and William L. Price, by virtue and in execution of the powers conferred upon us, do hereby amend said Declaration of Trust so that the same shall read as follows:

## DEED OF TRUST

WHEREAS certain real estate in the city of Westbrook, Maine, has by deed of even date herewith been conveyed by Austin T. Wright, of Cambridge, Massachusetts, to Fiske Warren, of Harvard, Massachusetts; Frank Stephens, of Philadelphia, Pennsylvania, and William L. Price, of Moylan, Pennsylvania, as joint tenants, and not as tenants in common; and,

WHEREAS said Warren, Stephens and Price, hereinafter called the Trustees, have accepted said conveyance on the trust hereinafter set forth;

NOW THEREFORE we, the said Trustees, do hereby declare that we hold and stand seized of said real estate, and covenant with said Austin T. Wright, and all persons who may become interested hereunder that we will hold and stand seized thereof and of all other real estate or personal property that may hereafter be conveyed to



## HALIDON

us as such Trustees for the following purposes and upon the following trusts, to wit:

*Name of Trust* FIRST: The Trustees under this instrument shall be known as the Trustees of Halidon.

SECOND: The Trustees shall from time to time set apart for public use by the members of the community hereinafter referred to such portions of the trust property not at the time leased as the community shall by action duly taken in accordance with its organization from time to time determine, and from time to time withdraw from such public use any of such property in accordance with directions given in like manner by the community. The Trustees shall from time to time grant leases for ninety-nine (99)

*Leases* years or shorter terms of such portions of said land not at the time reserved for public use as they think fit, and the community hereinafter referred to, if in existence, approves, to such persons, including corporations, as may apply therefor and may be approved by the Trustees, or by said community whenever there is an organized community. Such leases shall:

(1) Provide for an annual rental equal to the full economic rent of the land leased, such rental to be determined from year to year by the Trustees until there is an organized community as hereinafter provided for, and whenever there is such an organized community by it, in such manner as its organization may provide: any leaseholder aggrieved by the action of the Trustees or of the community fixing the rent to be paid by him in any year, may require an arbitration to fix the amount of the rental: the Trustees may if they deem the rent to be paid by any leaseholder in any year as fixed by the community too low require an arbitration between themselves and such leaseholder to fix the amount of the rental, or if they deem the rent too high may require an arbitration between themselves and the community to fix the amount of the rental; every arbitration shall be in the manner provided in this deed of trust and the decision of the arbitrators fixing the rent shall be final;

(2) Provide that all improvements made upon the leased land shall be the property of the lessee, and may be removed from the land if not in arrears in the payment of the rental or upon payment of such arrears, at any time before the termination of the lease, and may be sold with a like right of removal to

## HALIDON

any person, and if sold to a new tenant of the same land before the right of removal terminates, may be held by him with the same right of removal as if erected by him.

(3) Provide that the Trustees will from and to the extent of the rental collected by them from all the trust estate under lease, except in case of additional land hereafter acquired, after deducting their necessary and proper expenses of administering the trust, but not including any compensation for their own services, apply the net rental remaining to the following purposes, in the order specified:

(A) to payment in full, or ratably if they cannot pay in full, of all taxes and assessments upon the trust real estate, including that leased, but excluding improvements on such real estate;

(B) to payment in full, or ratably if they cannot pay in full, of all taxes and assessments on improvements upon the premises leased by said Trustees, whether assessed as real estate or personal property;

(C) to payment in full, or ratably if they cannot pay in full, of all taxes and assessments on tangible personal property situated on the trust real estate belonging to members of the community, or to persons who if fifteen (15) years of age would be members of the community, other than improvements;

(4) Provide that the Trustees may in their discretion, in the name and behalf of any lessee, apply for and prosecute any *Proceedings for Abatement of Taxes* proceedings for an abatement of any tax or assessment assessed to such lessee which under the terms of the lease would be payable by the Trustees;

(5) Provide that all or any part of the property leased to any person by the Trustees may at any time by action of the community, when there is an organized community, in such manner as its *Taking for Public Use* form of organization may provide, be taken for any public use for the community; in case of any such taking the community shall award damages for such taking, if the lessee has suffered any damage thereby; in case the lessee is dissatisfied with the sum awarded, the damages to be paid shall be determined by arbitration.

(6) Provide that the lease may be terminated for violation of such *Termination* reasonable ordinances as the community may from time to time enact and declare to be a cause for termination, and as the Trustees approve.

## HALIDON

(7) Provide that every leaseholder by acceptance of a lease becomes a member of the community, if there is an organized community, and accepts its constitution and ordinances. *Adherence to Community* The leases shall be substantially in the form hereto annexed except so far as the Trustees may from time to time, with approval of said community, change the provisions thereof other than those enumerated above.

THIRD: After deducting their necessary and proper expenses of administering the trust, but not including any compensation for their own services, and after payment of taxes and assessments as *Use of Income* provided above, the Trustees shall dispose of the income remaining, if any, as follows:

(1) They shall pay annually to Fiske Warren or his executors, administrators or assigns, a sum equal to ten (10) per cent of the gross rental received or so much thereof in each year as the *Payment to Fiske Warren* amount received permits, but without any accumulation of arrears, until such payments amount in the aggregate to four thousand (4000) dollars with interest at six (6) per cent per annum from August 1, 1911, compounded annually, but in no event for a longer time than thirty (30) years from this date. Such payment is made to compensate said Fiske Warren for the original cost to him of providing the land conveyed to the Trustees and held hereunder. If at any time any land adjoining the trust property comes under a single tax system, and the community is of opinion that the payment above provided puts the community at a disadvantage as compared with occupants of such adjoining land, the community may require an arbitration between it and said Fiske Warren or the persons at the time entitled to such payment, to determine whether or not there is such disadvantage and if so, whether such payment shall be discontinued or be reduced, and if reduced, by what amount.

(2) They shall pay over any surplus net income remaining in any year to the community hereinafter referred to for application to uses public *Public Purposes* in the sense that they cannot be left to individuals without giving one an advantage over others, and including hiring any real estate for public use and including the acquisition of additional real estate, together with whatever personal property may reasonably be purchased as part of the transactions, to be held by the Trustees, who shall within a reasonable period sell any improvements that may be on the land so acquired, except so far as such im-

provements are retained for public use of the community. In case, and whenever there is no organized community to which such income can be paid over, the Trustees shall themselves apply such surplus net income to such public uses for the common benefit of their lessees, or in their discretion may pay the same to the city of Westbrook.

(3) The Trustees shall have power if any additional land is purchased as above provided to purchase wholly or in part on credit, to take the same subject to a mortgage, or themselves to borrow money on the credit of such land and to mortgage the same as security, and to apply any income received by them from any of the trust property to the payment of interest on any such indebtedness as an expense of administering their trust, and to apply any surplus income to the reduction of the principal of such indebtedness, or to charge the rental received from such additional land with a payment to meet the interest on any unpaid purchase money and to pay off the purchase price on any indebtedness therefor, or for money borrowed to acquire any such land, but they shall have no authority to create any legal liability on the part of the community to pay for any such land or to create any legal obligation by which the rental of any land except that so purchased can be reached and applied, except by their voluntary act as above provided, to satisfy any claim for unpaid purchase money.

*Powers as to Acquiring Additional Land* FOURTH: The community herein referred to shall consist of all the persons not less than fifteen (15) years of age for the time being holding leases from the Trustees, the wife or husband of a leaseholder, and such other persons not less than fifteen (15) years of age, residing on the trust estate, as may by the form of organization adopted by such leaseholders be associated with them. Such organization shall exist whenever not less than ten (10) leaseholders have so organized, and shall continue as long as such organization is maintained and not less than ten (10) leaseholders remain members.

*The Community* FIFTH: Any Trustee under this instrument may resign his trust by instrument in writing delivered to his co-Trustee or co-Trustees and recorded in Cumberland County Maine Registry of Deeds. Whenever a vacancy from any cause exists in the number of Trustees, the surviving or remaining Trustees shall by instrument in writing recorded in said Registry of Deeds appoint a new Trustee or Trustees, who shall upon

## HALIDON

confirmation by said community by a vote of a majority of such members as are present, and vote at a meeting called for the purpose in such manner as the form of community organization may provide, or without confirmation if no organized community is in existence, forthwith and without the necessity of any conveyance become vested jointly with such surviving or remaining Trustees or Trustee with the same rights, powers, titles and estates as if originally appointed a Trustee hereunder. Pending the appointment of a new Trustee, the surviving or remaining Trustees or Trustee may exercise all the powers of the Trustees hereunder.

*Action by Trustees* SIXTH: Except as otherwise herein expressly provided, all action by the Trustees must be the unanimous act of all the Trustees for the time being, but any Trustee may delegate to another Trustee such part of his power for such time as he thinks proper by instrument in writing, and the Board of Trustees may in like manner delegate to any one of their number such part of the powers of the board for such time as they think proper: any such delegation by a Trustee or by the board may at any time be revoked by him or by the board. Any Trustee may so delegate his power to act in respect to any matter in which he has a personal interest, and may then deal with the Trustees free from any fiduciary obligation as to such matter.

*Amendments and Termination* SEVENTH: This declaration of trust may be amended or terminated at any time by instrument in writing executed by a majority of the Trustees for the time being, and by a majority of the members for the time being of the Community of Halidon, but no such amendment shall impair any of the rights of a lessee from the Trustees under his lease or shall provide for any other distribution or disposition of the trust property free from the trust than is herein provided for.

*Duration of Trust* EIGHTH: Unless sooner terminated as hereinbefore provided, this trust shall continue until the expiration of twenty-one (21) years after the death of whichever of the following named persons dies last, to wit: Said Fiske Warren, said Frank Stephens, said William L. Price, Margaret Lightfoot Price, William Webb Price, Ruth Kirk Price and Catherine Price, the last four being children of said William L. Price, and Margaret Eakin Stephens, Donald Stephens and Roger Stephens, being children of said Frank Stephens, and Rachel Warren, Marjorie Warren and Hamilton War-

## HALIDON

ren, being children of said Fiske Warren, and Sarah Warren, Martha Warren, Jeannette Warren, Georgia Warren and Josephine Warren, being children of Joseph Adams Warren, and Janet Warren Shaw, Catherine Warren Shaw and Mary Warren Shaw, being children of Lois Warren Shaw.

*Final  
Disposition  
of Property* NINTH: Upon the expiration or prior termination of this trust the Trustees shall convey all the trust property then in their hands, subject to any leases then outstanding, absolutely and free from any trust, to such person or persons, or body corporate as a majority of the Trustees for the time being and a majority of the members for the time being of the community shall in writing determine, or upon failure to agree, or if for any reason there is no longer any community, then to the city of Westbrook. Such conveyance shall be upon the terms that all leases at the time outstanding shall remain in force; the lessees shall be bound to pay as rental such amount as may be agreed upon by them and the grantee of the reversion as the fair equivalent from time to time of the economic rent, less any taxes and assessments required to be paid by the lessee, which by the terms of the lease should be paid by the lessor; in case the grantee and lessee cannot agree upon such equivalent, it shall be determined by arbitration. If at the time of conveyance the payments to be made to said Fiske Warren have not terminated, the grantee shall continue bound to make such payments to the same extent to which the trustees would have been bound to make payments.

*Arbitra-  
tion* TENTH: Whenever a reference to arbitration is provided for in this instrument, such reference shall be to three disinterested persons, each party interested choosing one out of three persons named by the other, and the third being selected by the two so chosen; the award in writing of the majority of the referees shall be conclusive and final upon the parties.

*Authentica-  
tion of  
Facts* ELEVENTH: A certificate signed and sworn to by a majority of the Trustees for the time being and recorded in said Cumberland Registry of Deeds, stating that certain persons constitute all or a majority of the members of said community, or reciting the existence of any fact the existence of which is required to authorize any action taken by the Trustees, shall as to third person acting in reliance thereon be conclusive evidence of such statement therein contained or of the existence of such fact.

## HALIDON

TWELFTH : If and whenever there is no organized community in existence, the Trustees may exercise alone any power *Power in Case* which by this instrument may be exercised by them *no Community* with the approval of the community

IN WITNESS WHEREOF, we, the said Fiske Warren, Frank Stephens and William L. Price, have hereunto set our hands and seals this eighteenth day of July, A.D. 1911.

Frank Stephens  
William L. Price  
Fiske Warren

And we, the said Fiske Warren, Frank Stephens and William L. Price, hereby certify that there is no organized community as contemplated in said Declaration of Trust, that no leases have been granted under said Declaration of Trust, and that no person has acquired any interest in the premises referred to in said Declaration of Trust since the date thereof.

And I, Austin T. Wright, in said Declaration of Trust referred to, hereby assent to the foregoing amendment thereof.

IN WITNESS WHEREOF, we, the said Fiske Warren, Frank Stephens, William L. Price and Austin T. Wright, have hereunto set our hands and seals this thirteenth day of April, A.D. 1912.

Fiske Warren  
Frank Stephens  
William L. Price  
Austin T. Wright

## LEASE

THE Trustees of Halidon, under deed of trust dated July 18, A.D. 1911, and recorded with Cumberland County (Maine) Deeds, book 889, page 245, hereinafter called the lessors, which expression shall include their successors in trust and assigns, wherever the context permits, hereby demise and lease unto

of  
hereinafter called the lessee, which expression shall include the heirs, executors, administrators and assigns of the lessee, wherever the context permits, the following described parcel of land in Halidon, in the city of Westbrook, in said Cumberland County, to wit:

To HAVE AND TO HOLD for the term of \_\_\_\_\_ years, beginning \_\_\_\_\_ A.D. 19\_\_\_\_, upon the following terms and conditions: The lessee by accepting this lease becomes a member of the Community of Halidon and ac-

## HALIDON

cepts and covenants to be bound by the constitution and ordinances of said Community and by all the provisions of said deed of trust, and covenants with the lessors:

1. To pay annually in advance to the lessors, on the first day of April of each year beginning April first next, as annual rent a sum equal to the full economic rent for one year of said parcel of land, exclusive of improvements thereon, as such rent may from year to year be fixed by the Trustees or by the Community of Halidon, subject to revision by arbitration as provided in said deed of trust.
2. To observe and comply with and not permit any person to occupy or be upon the demised premises who fails or refuses to observe and comply with all reasonable ordinances and regulations that may from time to time be enacted by the Community of Halidon in accordance with its constitution.
3. To permit the lessors in their discretion in the name and behalf of the lessee, to apply for and prosecute any proceedings for an abatement of any tax or assessment assessed to the lessee which under the terms of the lease would be payable by the lessors.
4. To permit all or any part of the leased premises to be taken by said Community in such manner as its form of organization may provide for any public use for the Community, upon payment of damages determined in the manner provided in said deed of trust.
5. During the continuance of this lease not to cut or intentionally injure or destroy any tree growing on the demised premises that is more than four (4) inches in diameter at a point eighteen (18) inches above the ground, without the written consent of the Trustees, except trees that were not growing on the demised premises August 1, 1911.

The lessors covenant with the lessee:

To apply all rent collected from the demised premises and from all other land leased by them under said deed of trust acquired prior to the date thereof, after deducting all necessary and proper expenses of administering said trust, but not including any compensation for their own services, to the following purposes in the order specified:

(A) To the payment in full, or ratably if they cannot pay in full, of all taxes and assessments upon the real estate held under said



## HALIDON.

deed of trust, including the premises hereby leased, excluding improvements on such real estate;

(b) To the payment in full, or ratably if they cannot pay in full, of all taxes and assessments on improvements upon the premises leased by said Trustees, whether assessed as real estate or personal property;

(c) To the payment in full, or ratably if they cannot pay in full, of all taxes and assessments on tangible personal property belonging to members of the Community situated on the trust real estate, and to apply any surplus rental thereafter remaining to the payment to Fiske Warren and to public purposes as in said deed of trust now or from time to time hereafter provided for.

It is agreed by the parties hereto:

a. All improvements upon the demised premises made or acquired by the lessee shall be and remain the property of the lessee and may be removed by the lessee at any time before the termination of this lease, if the rent is not then in arrears, and may be sold by the lessee to any person with a like right of removal, and if sold to a new tenant of the land may be held by such tenant with the same right of removal as if erected by him; any purchaser may in like manner and under the same conditions sell such improvements. The lessee or the purchaser of any improvements shall upon removing them be bound to leave the land in as good condition as when the improvements were first erected, and the Trustees may require reasonable security therefor as a condition of permitting such removal.

B. This lease may be terminated at any time by the lessors for breach of any covenant by the lessee continued for thirty (30) days after notice in writing demanding performance, delivered at or posted on the premises, except that there shall be no such termination for breach of the lessee's covenant numbered 2 unless the ordinance or regulation violated is approved by the Trustees and declares that its violation shall be a cause for termination.

c. The lessee may at any time terminate this lease by not less than sixty (60) days' notice in writing delivered to or mailed postage prepaid to the Trustees, but such termination shall not release the lessee from obligation to pay the full year's rental if the termination takes place in the course of a year.

IN WITNESS WHEREOF the above named lessors and the above named lessee have hereunto set their hands and common seal, which each of them hereby adopts, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

A.D. 19 .

# HALIDON

## CONSTITUTION

### *Preamble.*

We, residents or leaseholders of Halidon, in order to establish a social system of progress, industry and mutual helpfulness, hereby organize a body politic under the following Constitution :

## CONSTITUTION

### ARTICLE 1.

This community shall be known as Halidon, and its communal affairs, except as already provided for in the Deed of Trust, shall be administered by the people of Halidon in public meeting assembled, and by such officers as they shall elect.

## VILLAGE MEETING

### ARTICLE 2.

Every natural person who is a leaseholder or resident of Halidon not less than fifteen (15) years of age, without discrimination on account of sex, and the wife of any leaseholder, shall be a member of the community and entitled to a voice and vote at all village meetings.

A regular meeting shall be held on the first Saturday of every month, at 7.30 P.M. Public notice shall be given of any change in the date, place or hour of meeting.

A special meeting shall be called by the Chairman of the Council upon request in writing signed by five or more of the residents or leaseholders. The village clerk shall notify all leaseholders of such special meeting, stating the time and object.

## COUNCIL

### ARTICLE 3.

A Council, consisting of three Representatives, shall be elected by the village meeting, under the Hare-Spence system of proportional representation.

This Council shall serve until another is elected, and elections shall always be for the entire Council, and not for individual Representatives separately. Such election shall be held whenever the village meeting by a majority of those voting determines to hold an election.

The Council shall elect its own chairman, and shall appoint a Treas-

## HALIDON

urer, subject to confirmation by the village meeting, a Clerk, and also such other officials as the village meeting may authorize, all of whom shall serve until their successors are appointed. These officials shall not be remunerated except by the specific authority of the village meeting.

The Council shall administer the affairs of the community, subject to the authority of the village meeting, and the provisions of the deed of trust. It shall allot lands to applicants, in the order of application, unless otherwise instructed by the village meeting, and shall make yearly assessments of rent for the use of such lands, subject to appeal to the village meeting. A statement of the aforesaid allotments and assessments shall be by them submitted to the Board of Trustees, with a recommendation that corresponding leases be made out and rents collected.

All orders for the expenditure of communal funds shall be signed by some one of the Representatives, and countersigned by another.

The Council shall appoint such standing committees and employ such persons as they may deem advisable, and undertake such public works and expend such public funds as the village meeting may authorize.

### VILLAGE CLERK

#### ARTICLE 4.

The Clerk shall be appointed by the Council, and shall perform such clerical duties as may be assigned to him. He shall also serve as clerk of the village meetings, and shall keep minutes of such meetings, and submit them for correction or approval at the next meeting.

He shall receive applications for land, and keep a record of the same in order of application.

### TREASURER

#### ARTICLE 5.

The Treasurer shall have charge of all communal funds, not in the hands of the Trustees; shall keep accurate books of account, and shall submit the same for audit whenever requested. He shall pay out communal funds only upon an order made out and signed by any one of the Representatives, and countersigned by another.

He shall give such bond as may be required by the Council.

The accounts both of the Trustees and of the Treasurer shall be

## HALIDON

audited at least every six months by a committee of three appointed by the Chairman of the village meeting.

### ARTICLE 6.

This Constitution may be amended, altered or abrogated by a majority vote of those present at any regular village meeting, or at any special meeting, provided that written notice of such special meeting shall have been sent to every leaseholder at least a week before.

### ARTICLE 7.

This Constitution shall go into effect as soon as it has been signed by ten leaseholders.

## ROCHDALE SOCIETY OF HALIDON AGREEMENT OF ASSOCIATION

WE, whose names are hereto subscribed, associate ourselves in a voluntary society under the name of the ROCHDALE SOCIETY OF HALIDON, for the purposes, in the manner and with the rights, powers and organization herein and in the Constitution hereto annexed set forth and provided. We hereby agree, each for himself or herself and with each of the others and with every person who may hereafter sign and become a party to this agreement,—

(1) To abide by and carry out all the terms of said Constitution and of any amendments thereof duly made as herein provided;

(2) That for ten (10) years from this date no person shall share in the profits of the society unless he is a party to this agreement and no person shall be entitled to become a party to this agreement unless he is a trustee of, or lessee of or in, or member of an organized community in, or member of the Council of such a community in some one of the six following single-taxing enclaves, viz., Tahanto, Halidon, Fairhope, Arden, Free Acres, or Sant Jordi, —or other single-taxing enclave approved by the Board of Directors or Trustees of the Society hereby formed, except that the Trustees of such an enclave as a body, the Council of such a community as a body, and a Raiffeisen Guild formed in such an enclave as a body, may be members, and that subject to the foregoing provisions such persons and bodies may become parties hereto as the Constitution adopted by the Society hereby formed may from time to time provide.

## HALIDON

Several copies of this agreement may be signed as originals with the same effect as if all signatures were on a single copy.

WITNESS our hands and common seal, which each of us hereby adopts, this fifteenth day of May, A.D. 1919.

(Signed)

{S. }

Lillian Quinby  
Roy Walker  
Grace Storer  
Grace Perley Locke  
Fiske Warren  
Wm. Banks  
Clarence G. Pride  
Stella W. Griffiths  
Clara Martin Southworth

## CONSTITUTION

### I

#### NAME, OBJECT AND PLACE OF BUSINESS

THIS Society shall be known as the Rochdale Society of Halidon, and its place of business shall be the single-taxing enclave of Halidon. Its objects are to carry on the trade of general dealers in any or all kinds of merchandise and materials, both at retail and wholesale, to manufacture any article dealt in, and to carry on dealings of any description in land. The Society shall have full power to do all things necessary or expedient in the opinion of its Board of Directors for the accomplishment of any of the objects above specified, including power to purchase, hold, sell, manage, mortgage, rent, lease or sub-lease, lands of any tenure, and to erect, pull down, repair, alter, or otherwise deal with any building thereon, and to do any other things not hereinabove specially provided for.

### II

#### MEMBERSHIP

Any lessee in or member of an organized community in the enclave of Halidon, the individual Trustees of said enclave and said Trustees as a body, the individual members of the council of any organized

## HALIDON

community in such enclave and such Council as a body, may, upon approval of the Board of Directors, become a member of this Society upon paying an annual subscription of one dollar and signing the Agreement of Association.

Any member who ceases to be qualified for membership under the terms of the Agreement of Association shall, *ipso facto*, cease to be a member of this Society.

A list of members, with their addresses, shall be kept at the office of the Society.

A member may withdraw at the end of any fiscal year, by notice in writing to the Board of Directors not less than two weeks before the end of such fiscal year.

### III

#### OFFICERS

The officers of this Society shall consist of a Board of Directors of three members, who shall be elected by the Hare-Spence system of proportional representation by the members of the Society, at the first general meeting.

The members of the Board shall serve without remuneration.

This Board shall serve until another is elected, and elections shall always be by the same system and for the entire Board. Such an election shall be held whenever at a general meeting not less than twenty-six per cent of all members of the Society so request; upon such request, the meeting shall fix the time and place for such election.

The Board shall elect its own chairman from its own membership, and may appoint a secretary and other subordinate officers and employees.

The Board shall propose a Treasurer, who shall be appointed after confirmation by the general meeting.

### IV

#### LEGAL RIGHTS

The legal title to all property received or purchased by or for the Society shall be in the persons who for the time being are the Board of Directors, as joint tenants, and they shall hold the same as Trustees for the members. All legal rights and obligations in favor of or

## HALIDON

against the Society or relating to its property, business or dealings, shall be vested in and enforceable by and against the Board of Directors in their own names or the name of the Society.

Whenever any member of the Board of Directors retires or for any reason ceases to be such, all his title in property held by the Board as such shall terminate and vest in the remaining or surviving members, and such remaining or surviving members shall have power to exercise all the powers of the Board. Whenever any new member or new members of said Board is or are chosen, such new member or members shall, without the necessity of any transfer, become invested with all the rights, titles and powers of the Board of Directors as herein defined jointly with the other remaining members thereof, if any. No member of the Society shall at any time have any title to the property of the Society or any part or share thereof, or any right to an accounting of its business except as herein provided, and the death or withdrawal of a member shall have no effect to dissolve the Society or to entitle such member or his legal representative to an accounting, or give any rights except as herein provided.

### V

#### MANAGEMENT

The Board may engage a Manager and such other employees as may be necessary to conduct the business of the Society.

The Board shall administer the affairs of the Society, subject to the authority of the general meeting and the provisions of this Constitution.

The Board shall submit an annual report to the Society, covering the business transacted and the financial condition of the Society, and all other matters of interest.

There shall be an annual meeting of the members, and such other general and special meetings as the members shall from time to time determine, of which due notice shall be given.

The Society shall determine upon its own by-laws, subject to this Constitution.

### VI

#### FINANCES

The Society may accept money on deposit from members, and may borrow and lend money on proper security.

## HALIDON

Every member of the Society shall be liable to pay assessments that may be levied by the Board of Directors while he is a member to an aggregate amount not exceeding ten dollars each. Every assessment shall be levied for the same amount per capita on all members for the time being of the Society, but any member shall be exempt as to so much of any assessment as would make the aggregate of assessment paid by him exceed the limit of ten dollars. Any member withdrawing or ceasing to be a member after an assessment has been declared by the Board of Directors shall remain liable thereto as if still a member.

The profits of all business carried on by, or on account of, the Society shall be applied as follows :

1. To payment of the interest upon any loans or deposits.
2. To the payment of outstanding debts, if any, then due.
3. To the formation of a reserve or capital fund, by applying such a percentage of the net profits as shall be determined by the Board.
4. To the maintenance of a park, or other social or provident purposes which may be proposed by the management and authorized by any general meeting.
5. The remainder of the net profits left after providing for the preceding charges shall be divided between the members who have made purchases of the Society, according to the amount of their purchases. Such division shall be made at least once a year.

The fiscal year shall end October thirty-first in each year.

## VII

### DISSOLUTION

The Society may be voluntarily dissolved by an instrument of dissolution signed by three-fourths of the members for the time being.

In case of dissolution, all funds remaining, after the payment of all debts and obligations, shall be used for payment of unpaid purchase money of land theretofore bought for any single-taxing enclave or for the purchase of new land bought by any such enclave, or shall be paid over to any Raiffeisen Guild or Society in any such enclave, or to any co-operative store in any such enclave, or to the trustees of any such enclave, for use for the benefit thereof, or may be used in part for two or more of said purposes, all as may in said instrument of dissolution be provided, and if for any reason such re-



## HALIDON

maining funds cannot be or are not devoted to any of the aforesaid purposes, such remaining funds shall be paid over to the city of Westbrook, Maine, to be used by it for public purposes.

### VIII

#### AMENDMENT OF CONSTITUTION

This Constitution may be amended at any time by instrument in writing executed by a majority of the Board of Directors for the time being and approved in writing by a majority of the members for the time being, or by affirmative vote of a majority of the members for the time being at a meeting called for the purpose.

### BY-LAWS

#### OF THE ROCHDALE SOCIETY OF HALIDON

##### MEETINGS

THE annual meeting shall be held in Halidon, in November of each year, on such day and at such place and hour as the Board of Directors may fix.

Other meetings shall be held, either upon call by the Board of Directors, or upon petition of ten per cent of the members. Notices of these meetings shall be sent by the Board to all members not less than seven days before the meeting, postage prepaid, addressed to each member at his or her address as registered on the books of the Society, and shall contain a statement of the subjects to be considered.

Ten per cent of the members shall constitute a quorum; a less number may make reasonable adjournments if a quorum is not present.

Each member shall have a vote, and shall not be permitted to vote by proxy.

The chairman shall be elected by the meeting.

##### GENERAL

Any member may inspect his own account and the book containing the names of the members at all reasonable hours at the office of the

## HALIDON

Society, subject to such regulations as may be made from time to time by the general meetings of the Society.

Any ten members, each of whom has been a member of the Society for not less than six months, may apply for the appointment of an accountant at their expense to inspect the books of the Society and report thereon. Such accountant shall have access to the books of the Society at all reasonable hours.

Upon motion by any member, duly seconded, any matter concerning the management and administration of the Society may be brought before a meeting, and the majority vote of such meeting on any subject shall be binding upon the Board of Directors.

Upon a majority vote at any meeting, the Board shall report upon any matter asked for, and shall at all times keep the Society informed of the management of the business.

These by-laws may be altered or amended by majority vote at any meeting, the notice for which states that an amendment of the by-laws will be proposed.

## ENCLAVE OF HALIDON

RENTAL ASSESSMENTS FOR YEAR ENDING MARCH 31, 1921,  
PAYABLE ON OR BEFORE APRIL 1, 1920

<i>Lessee</i>	<i>Area, sq. ft.</i>	<i>Rate per 1000 sq. ft.</i>	<i>Total</i>
William Banks	43,560	.35	\$15.25
George H. Chapman	8,190	.35	2.87
Wallace I. Corbett	21,780	.34	7.41
Delmar L. Cousens	9,000	.35	3.15
Aaron L. Crockett	43,560	.35	15.25
Rhoda Dresser	9,943	.35	3.48
Irving Grace	43,560	.35	15.25
Homozelle M. Hornor	10,000	.33	3.30
Ruth C. Hyde	10,000	.33	3.30
Harry L. Johnson	70,987	.34	24.14
Grace P. Locke	15,000	.33	4.95
John C. Paulsen	10,000	.35	3.50
Edgar P. Paulsen	10,000	.35	3.50
Clarence G. Pride	41,239	.35	14.43
Lillian B. Quinby	16,215	.35	5.67

# HALIDON

Evaline A. Salsman	9,935	.18	\$1.79
Clara Southworth	9,997	.18	1.80
Elenor G. Stephens	8,190	.35	2.87
Francis Stephens	10,026	.18	1.80
Alice Grace Storer	9,704	.23	2.23
Sherman Storer	10,000	.18	1.80
Julian D. Taylor, Assignee	28,514	.33	9.41
Roy E. Walker	31,410	.35	10.99
Cornelia Warren	10,000	.35	3.50
Fiske Warren			
Gordon & Inn	11,641	.29	3.37
Remainder	7,017,747	.14	982.48
	<u>7,520,198</u>		<u>\$1,147.46</u>

## COUNCIL OF HALIDON

Wallace I. Corbett, *Chairman*  
 Stella Griffiths  
 Lillian B. Quinby

*Westbrook, Maine, March 12, 1920*

## FREE ACRES

**F**REE ACRES " in the Bernardsville hills of New Jersey has at present about fifty houses. It is incorporated under the Co-operative Act of New Jersey, which prohibits selling for profit. The land is held by the Association and is leased to the residents on perpetual leasehold. None is sold, for the Association has no commercial side.

There are winter as well as summer residents, some substantial houses and attractive homes, besides bungalows and camps. The roads are well made and the water supply is pumped to the residences from an artesian well. There is an open air theatre, a swimming pool, and a tennis court, and space has been reserved for a baseball field. It was founded in 1909,<sup>1</sup> and has been running successfully for over ten years.

The social life has developed a Folks' Guild, a Dramatic Guild, a Garden Guild, and an Arts and Crafts Guild, and on Sunday afternoons meetings are held for the discussion of current topics.

The business of the Association is administered by its lessees, and monthly meetings are held for this purpose. The officers are three Trustees, a Treasurer, and a Town Clerk. The Town meeting elects the Chairmen of standing committees on Roads, Health, Water Supply, Forestry, and Fire Protection.

Houses in Free Acres are architectural experiments which express a spirit of adventure in homemaking. Free Acres was an experiment and an adventure in itself. It lies in a valley four hundred feet above the sea, not thirty miles from New York, but in rural remoteness it might be a hundred miles away. And in other ways, it is even more remote from the surrounding communities. If you want to build a home in Free Acres, you can put all your money in the house—you need none for the land. In fact,

<sup>1</sup> The date of the Certificate of Incorporation is June 27, 1910.

## FREE ACRES

you are not allowed to indulge in buying, selling, or speculating in land within the village limits. You rent in perpetuity and cannot be disturbed in your possession except for chronic non-payment of rent. You are your own landlord, as it were, and from your land rental, your Treasurer, selected by all the residents, pays the State and County taxes demanded by unenlightened Government, and pays also for your public improvements, such as roads, water supply, and the like. This is the principle of the single tax, but the settlement is not confined to single taxers.

At present, rentals run up to twenty dollars an acre per year at the highest. As the village grows, the land rentals will increase, of course, but the benefits come back to the leaseholder in increased public improvements. So you can take your hundred dollars, or your two thousand, or whatever you want to put into a home, and every dollar of it can be spent in the building. Future costs are for upkeep only, as no taxes are levied by the Association on improvements of any kind.

Most of the buildings appeared first as little ones, and week-end camps, and then grew, and grew up comfortable livable homes. They have set an unique style of their own. But all are most picturesque.

The village is situated between Summit and Plainfield, and the railway station is Berkeley Heights, on the D. L. & W. R. R. For fares, see time table. Time from Hoboken is about one hour. There are eleven trains each way daily.

The distance from the railroad station is nearly two miles. Wagon or jitney can be had.

. . . . .

Some of the Free Acres houses remain in the week-end stage. There is, for instance, the seventy-five dollar "all complete" wooden tent of a well-known New York author and lawyer, and

## FREE ACRES

“reformer,” who is one of the fathers of the Association. He has had it concreted at a cost of thirty dollars, and here he spends frequent holidays and week-ends, winter and summer. The “tent” is big enough to contain a cot, a washstand, a table, a small stove, innumerable shelves, racks, and hooks. It has a Dutch door and two windows with wooden shutters that open up and out, affording protection from rain or sun. The concreting has added greatly to its strength and warmth.

In contrast to this is the most carefully planned and highest priced house in the village, the cost of which approximates twenty-five hundred dollars. It is a comfortable all-year-round home, beautifully situated on a little ridge amid tall trees. A big cobblestone fireplace almost fills one end of the living-room. A cozy bedroom and bath open from this main room to one side, and to the other is the modern kitchen, so arranged that the mistress can reach everything while standing in front of the stove.

Yet you could get lost in the woods within five minutes’ walk of the house and walk for miles before you would come to another house.

“Free Acres” affords to writers and artists who desire a retreat for uninterrupted work, a rural home at a minimum cost. A nice frame house 16×16 which will comfortably accommodate three persons can be built for \$400, a bungalow for one person for about \$80.

There is no speculation in the plan, neither is there any philanthropy. The land is held by the Association and is leased in perpetuity to the residents subject to a land rent which is fixed annually by the leaseholders and which is all expended for the taxes on land and buildings, water supply and other public improvements. It is co-operation in land-holding.

G. I. Colbron in *Touchstone Magazine*.

## *FREE ACRES*

In addition to the above statement it may be said that the land belonging to the Free Acres Association (about 67 acres) was a gift from Bolton Hall, with the exception of about five acres, which were acquired by purchase. The old farmhouse on this five acre tract has been renovated, and is used as a club house and a place for dances and recreative and public meetings. There is a monthly community meeting, at which matters concerning the public welfare, like finances, health, good roads, etc., are discussed, and the reports of the various committees on these subjects are made. There are 47 leaseholders, and the number of voters is 99. The present officers are Bolton Hall, J. T. Wherett, and Kathleen Hare, Trustees; Amy Mali Hicks, Town Clerk; O. G. Fischer, Treasurer. The chairmen of the committees on Roads, Health, and Water Supply are respectively Fred Volare, B. Liber, and G. C. Hicks. Bolton Hall is Assessor.

The business of the community is carried on by the officers, who are members of the Association, but on petition of ten per cent of the other members any act of any officer, or any measure proposed, may be submitted to a vote of all the members. After the adjustment of the rentals by the Assessor, every leaseholder is given a list of the same, and within thirty days complaints may be made by any dissatisfied leaseholder. If any complaint remains unadjusted, the valuation of the land is subject to a referendum of the members.

The purchase of the above-named small tract of about five acres was provided for by the issue of \$2500 six per cent bonds (\$100 each). These "Farm Inn" bonds are payable only out of the rentals, and at the rate of \$200 per annum at least. The bonds thus redeemed are determined by lot-drawing.

The growth of Free Acres appears in the following table:

# *FREE ACRES*

<i>Year</i>	<i>Acres</i>	<i>Hectares</i>	<i>Gross Rent</i>
1910	58	23	
1911	58	23	\$142
1912	58	23	135
1913	58	23	107
1914	58	23	154
1915	58	23	166
1916	62	25	370
1917	62	27	423
1918	67	27	744
1919	67	27	560
1920	67	27	577



## *FREE ACRES*

### CERTIFICATE OF INCORPORATION OF THE FREE ACRES ASSOCIATION

THIS IS TO CERTIFY that the undersigned, Robert G. Rogers, of Berkeley Heights, New Jersey; Frank C. Shaffer, of Berkeley Heights, New Jersey; Amy M. Hicks, of Berkeley Heights, New Jersey; Bolton Hall, of New York City, New York; and Ella M. Murray, of Berkeley Heights, New Jersey, do hereby associate themselves into a corporation under and by virtue of the provisions of an act of the Legislature of the State of New Jersey entitled "An act to incorporate associations not for pecuniary profit," approved April twenty-first, eighteen hundred and ninety-eight, and the several supplements thereto and acts amendatory thereof.

FIRST: The name of this corporation is FREE ACRES ASSOCIATION.

SECOND: The purposes for which this corporation is formed are to establish and conduct a community for the purpose of study and demonstration of problems of municipal government and taxation, in which all members of the Association shall be free from all forms of private monopoly of natural resources, and which shall secure to all members equality of opportunity, and a full reward of individual efforts to each.

THIRD: The location of the principal office of this corporation is at Free Acres. Post-office address is Berkeley Heights, New Jersey.

The name of the agent therein and in charge thereof, and upon whom process may be served is Frank C. Shaffer, Alabama Cottage, Berkeley Heights, New Jersey.

FOURTH: The number of Trustees of this corporation is three.

FIFTH: The names of the Trustees selected for the first year of the existence of this corporation are:

Frank C. Shaffer, Berkeley Heights, New Jersey  
Amy M. Hicks, Berkeley Heights, New Jersey  
Bolton Hall, New York City, New York

The Trustees shall have the general management of the affairs of the corporation, but the Trustees shall have no power to convey the fee of any real property which may hereafter be owned by the corporation, except upon a vote of three-fourths of all the members thereof

## FREE ACRES

at a meeting to be called by the Trustees, upon at least ten days' notice, for the purpose of voting upon a proposed sale of such property.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 27th day of June, nineteen hundred and ten.

Signed, sealed and delivered in the presence of:

Robert G. Rogers  
Frank C. Shaffer  
Amy M. Hicks  
Bolton Hall  
E. M. Murray

*State of New Jersey, County of Union, ss.*

Be it remembered that on this 27th day of June, nineteen hundred and ten, before me, a Commissioner of Deeds for the State of New Jersey,

Personally appeared ROBERT G. ROGERS, FRANK C. SHAFFER, AMY M. HICKS, BOLTON HALL and ELLA M. MURRAY, who I am satisfied are the persons named in and who executed the foregoing certificate, and I having first made known to them the contents thereof, they did each acknowledge that they signed, sealed and delivered the same as their voluntary act and deed.

William Jeffrey, *Commissioner of Deeds,  
Union County, New Jersey*

## CONVEYANCE AND COVENANT

THIS INDENTURE, made the twenty-third day of July in the year nineteen hundred and ten

Between BOLTON HALL and SUSIE SCOTT HALL, his wife, both of the City, County and State of New York, parties of the first part,  
and

### THE FREE ACRES ASSOCIATION

a corporation organized under the laws of the State of New Jersey,  
party of the second part.

WITNESSETH, That the said parties of the first part, in consideration of eight thousand dollars (\$8000) in value received from the party of the second part, do hereby grant and release unto the said party of the second part, for ever,

ALL that tract of land formerly known as the Murphy Farm, lying in the Township of New Providence, Counties of Union and Somerset and State of New Jersey, described as follows: — BEGINNING at a point in the Southerly side of the road leading from Plainfield to

## FREE ACRES

Berkeley Heights and corner of property belonging to W. H. Rogers. Thence running along land of said Rogers in a magnetic course of South two degrees and thirteen minutes West ( $S 2^{\circ} 13' W$ ) a distance of nine hundred and eighty-five and seventy-five one-hundredths (985.75) feet to a point and corner of property belonging to Moldenke. Thence running along land of said Moldenke North eighty-one degrees and fifty-three minutes East ( $N 81^{\circ} 53' E$ ) a distance of twenty hundred and thirty-five and eighty-nine one-hundredths (2035.89) feet to a point and corner of property belonging to Burgmuller. Thence running along land of said Burgmuller North three degrees East ( $N 3^{\circ} E$ ) a distance of sixteen hundred and thirty-one and forty-nine one-hundredths (1631.49) feet to a hickory tree for a corner. Thence running South eighty-nine degrees and thirty-one minutes West ( $S 89^{\circ} 31' W$ ) a distance of one hundred and ninety-nine and nine one-hundredths (199.09) feet to a hickory stump for a corner, in or near the Southerly line of the road leading from Plainfield to Berkeley Heights aforesaid. Thence running along the Southerly line of said road South sixty-three degrees and thirty-six minutes West ( $S 63^{\circ} 36' W$ ) a distance of twenty hundred and eighty-one and sixty-four one-hundredths (2081.64) feet to the place of beginning. Containing sixty-two and six twenty-five one-thousandths ( $62\frac{625}{1000}$ ) acres.

EXCEPTING HOWEVER from this conveyance all that tract of land beginning at a hickory tree being a corner of property belonging to one Burgmuller. Thence running along the line of said Burgmuller's land in a magnetic course of South three degrees West ( $S 3^{\circ} W$ ) four hundred and twenty-four (424) feet to a stone row. Thence running along said stone row South seventy-nine degrees and eighteen minutes West ( $S 79^{\circ} 18' W$ ) four hundred and thirteen (413) feet to another stone row. Thence running along said stone row North nineteen degrees and thirty-six minutes West ( $N 19^{\circ} 36' W$ ) three hundred and forty-eight (348) feet to a point in the Northwesternly line of property known as the Murphy Farm, said last mentioned point being in or near the Southeasterly line of the road leading from Union Village to Berkeley Heights. Thence running along said Northwesternly property line North sixty-three degrees and thirty-six minutes East ( $N 63^{\circ} 36' E$ ) three hundred and eighty-five and eighty-five one-hundredths (385.85) feet to a hickory stump being another corner of said Burgmuller's land. Thence still along said Burgmuller's line North eighty-nine degrees and thirty-one minutes East ( $N 89^{\circ} 31' E$ ) one hundred and ninety-nine and nine one-

## FREE ACRES

hundredths (199.09) feet to the place of beginning: Containing four and sixty-four one-hundredths (4.64) acres of land.

The entire tract being the same premises conveyed to Charles W. Parsons by deed dated January 9th, 1907, from Robert Murphy and Mary Murphy, his wife, said deed having been recorded in the County of Union on January 11th, 1907, in Block 479 of Deeds, pages 350-; also in the County of Somerset on the 2nd day of April, 1907, in Block C, No. 11, of Deeds, pages 416, etc.

SUBJECT HOWEVER to a certain mortgage bearing interest at the rate of six per cent held by Mrs. Mary E. Walsh, for the sum of two thousand nine hundred and fifty dollars (\$2950).

Upon the express condition, however, which is hereby declared to be a condition and not a covenant, that the said grantee shall lease said lands in such portions as the Trustees of said grantee may from time to time deem proper, to such persons and for such terms as said Trustees shall determine, reserving as rent under each such lease, the rental value to be annually appraised as may be provided in the Constitution of the Free Acres Association, of the premises leased thereby, excluding improvements on those premises; and shall apply the rents so received to pay any taxes and assessments levied for state or local purposes or which may accrue from year to year, on the real estate of the said grantee or of its lessees, and also upon live stock or other tangible property permanently located thereon; and that they shall apply the balance of such rents to such communal purposes as said Trustees may deem to be properly public uses in that they cannot be left to individuals without giving them advantages over others; and they shall allow the lessees to use for common purpose such of said lands as said Trustees may reserve for common uses.

And upon the further express condition, which is hereby declared to be a condition and not a covenant, that should the grantee ever mortgage, grant or convey the fee of the hereby granted lands or any part thereof, the land and the proceeds of such conveyance shall revert and be made over to the said BOLTON HALL, his heirs, executors, administrators or assigns.

TOGETHER with the appurtenances, and all the estate and rights of the parties of the first part in and to said premises. To HAVE AND TO HOLD the above granted premises unto the said party of the second part, its successors, heirs and assigns for ever.

AND the said parties of the first part do covenant that they have not done or suffered anything whereby the said premises have been incumbered in any way whatever.

## FREE ACRES

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

In Presence of	Bolton Hall	(L. S.)
William Jeffery	Susie Scott Hall	(L. S.)

*State of New Jersey, Township of New Providence, County of Union, ss.*

On the 16th day of February in the year nineteen hundred and twelve before me personally came BOLTON HALL and SUSIE SCOTT HALL, his wife, to me known and known to me to be the individuals described in, and who executed the foregoing instrument and who I am satisfied are the grantors in the within Deed of Conveyance named, and I having first made known to them the contents thereof did acknowledge that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

And the said SUSIE SCOTT HALL being by me privately examined separate and apart from her husband, did further acknowledge that she signed, sealed and delivered the same freely, as her voluntary act and deed, without any fear, threats or compulsion of or from her said husband.

William Jeffery, *Commissioner of Deeds,*  
*Union County, New Jersey*

## CONSTITUTION OF THE FREE ACRES ASSOCIATION

### *Preamble.*

We, leaseholders and residents of FREE ACRES, desiring to create a community for the study and demonstration of problems of self-government, social progress and taxation where all shall be mutually helpful and free from all forms of monopoly of natural resources, in order to secure to all equality of opportunity and to each a full reward of efforts, have this day organized ourselves under the name of

### THE FREE ACRES ASSOCIATION

and we, by our signatures, attest our fealty to the organization and our approval and loyal support of the following Constitution and By-Laws:

## CONSTITUTION

### ARTICLE I.

This village shall be known as FREE ACRES, and the organization of its people as the FREE ACRES FOLK.

## FREE ACRES

### ARTICLE II.

Title to all lands of FREE ACRES shall be held by the FREE ACRES ASSOCIATION for the use of the people of FREE ACRES.

### ARTICLE III.

The lands of FREE ACRES shall be, in accordance with the deed of Trust, administered under the plan of the single tax, and the rentals shall be assessed to correspond to the value or desirableness of each plot as determined by the FREE ACRES FOLK or their duly elected representatives acting as assessors; and therewith all taxes shall be paid which may be levied by any authority of New Jersey on the real estate of the Association or its lessees and upon the tangible property permanently located thereon.

### ARTICLE IV.

There shall be one regular business meeting of the Free Acres Folk held each month. Special meetings shall be called by the Town Clerk upon request in writing signed by five or more Free Acres Folk. The Town Clerk shall notify all leaseholders of such special meetings, stating the time and object.

## OFFICERS

### ARTICLE V.

§ 1. The officers of Free Acres shall serve until their respective successors are elected, and shall consist of

Three Trustees  
A Town Clerk  
A Treasurer

§ 2. A chairman shall be elected at each meeting.

§ 3. All officers and standing committees shall be elected by majority vote of the Free Acres Folk in Town Meeting.

## DUTIES OF OFFICERS AND COMMITTEES

### ARTICLE VI.

§ 1. The Trustees of Free Acres shall execute the will of the Free Acres Folk as expressed by majority vote at their Town Meetings. They shall have general supervision over all Communal rights, property and affairs of Free Acres.

They shall make allotments of land to applicants as shown on the

## *FREE ACRES*

Free Acres Town Clerk's books, in the order of their application, unless otherwise directed by the Free Acres Folk.

They shall make yearly assessments of rentals for use of land as decided upon by the Free Acres Folk.

They shall decide all important questions by vote, and keep a record of the same to be copied in their report to the next Town Meeting.

One of them shall sign all orders on the Free Acres Treasury, directed by vote of the Free Acres Folk.

§ 2. The Free Acres Town Clerk shall conduct all general correspondence for the colony, and have charge of the same. He shall keep minutes of all meetings and submit them for approval or correction at the next meeting.

He shall fill out and sign all orders on the Treasury directed by vote of the Free Acres Folk, the same to be countersigned by at least one of the Free Acres Trustees, and shall make a record of the same in the proper book.

He shall have charge of all referendums.

He shall receive all applications for land and keep a record of same in regular order.

§ 3. The Treasurer shall receive all monies for the Free Acres Association and receipt for same.

He shall keep a ledger account and make written reports of receipts, resources and liabilities.

He shall receive all bills against the Free Acres Association and present same to meeting for action.

He shall submit his accounts for auditing when requested, shall give a bond such as may be required, and on the election of his successor give to him all the effects of the Free Acres Association in his possession.

He shall audit the accounts of the Trustees in the months of April and October and report same at the next Free Acres Town Meeting succeeding.

## REFERENDUM

### ARTICLE VII.

§ 1. Any ten of the Free Acres Folk may initiate any action or proposition, to be referred to the vote of the entire community.

## *FREE ACRES*

§ 2. The Free Acres Folk may adopt such By-Laws for the Free Acres Association as a majority in Free Acres Town Meeting determine, providing they are not in conflict with this constitution.

### ARTICLE VIII.

§ 1. No discrimination shall be made on account of age, color or sex.

### ARTICLE IX.

Nothing shall be construed to invalidate the Association's right of eminent domain. In all leases of land the Association shall reserve the right to resume the possession of the said leased land for public purposes, on payment of all damages sustained by the lessee thereby, to be determined by three appraisers, one to be chosen by the board of trustees, one by the lessee, and the third by these two.

### ARTICLE X.

No private franchise for the supplying of its members with such public necessities as water, light, heat, power, transportation facilities, irrigating systems, etc., shall ever be granted at FREE ACRES.

### ARTICLE XI.

No taxes or charges of any kind, other than hereinbefore provided for, shall be levied by the Association upon the property or persons of its members.

### ARTICLE XII.

Every leaseholder and resident who has signed the Constitution shall be entitled to vote at all business meetings of the Free Acres Folk.

### ARTICLE XIII.

The rights of its members to absolute freedom shall never be abrogated or impaired by the Association, and the only limit to the exercise of the will of individuals shall be the equal rights of all others.

### ARTICLE XIV.

This Constitution may be amended, altered or abrogated by a two-thirds vote of those Free Acres Folk present at any Free Acres Town Meeting PROVIDED that a written notice of such meeting and of the proposed amendment shall have been mailed or delivered to all the leaseholders at least a week before.



## *FREE ACRES*

### BY-LAWS

I. There shall be elected a Health Officer, who shall have control of all matters of sanitation; a Forester, who shall have control of all cutting of growing shrubs and trees; a Superintendent from the Trustees, who shall act as General Manager of Communal rights and property and affairs of FREE ACRES; and a Commissioner of Highways, who shall lay out and keep in order all roads and paths.

II. Lands shall be allotted in units of 10,000 square feet or as near as may be convenient and not more than one acre to each adult person, and the lease shall be in the form following:

# **This Agreement** made this ..... day of .....

19.....witnesseth that.....  
leases from THE FREE ACRES ASSOCIATION, the lot of land in FREE ACRES,  
Berkeley Heights.....County, State of New Jersey, marked on the  
accompanying plan as Lot.....containing about.....  
at a rental of.....dollars to March 1st next, and  
thereafter at such yearly rental payable in advance on the 1st day of each March as  
shall be assessed against it by the Assessor or Assessors of FREE ACRES, subject  
to appeal within one month to a regular meeting of the FREE ACRE FOLK. And  
the said assessment shall equal as nearly as possible the full annual rental value of  
the land, excluding improvements thereon; and all rentals so collected from the  
Leaseholders shall be expended first in the payment of all direct taxes, levied by any  
authority of New Jersey upon the FREE ACRES real estate and upon any tangible  
property permanently located thereon, so far as said rentals will suffice, so that all the  
Leaseholders shall be exempt and free of all direct Taxation to that extent, and thereafter  
for such Communal Purposes as are properly public in that they cannot be left to  
individuals without giving them an advantage over others.

And the said Lessee may terminate this Lease at the end of any term by giving  
Sixty Days' Notice to the Trustees. And the said Trustees or their Agent may  
terminate this Lease at any time on Sixty Days' Notice if the Lessee shall fail to  
pay the rent at the times agreed upon, or if .....or any for whom  
.....responsible, shall cut timber on any of the lands of FREE  
ACRES without written leave from the Forester, or make use of the land in such  
manner as shall be voted by a majority of the residents of the Community at a  
Town Meeting to be injurious to the rights of others.

Upon any termination of this Lease, except for arrears of rent, the Leaseholder  
may within thirty days remove, sell, or otherwise dispose of such improvements as  
.....ha.....upon the land provided it be left in the same good condition  
as when the Lease began.

And if no such Notice be given by the Lessee, the Trustees or their Agent, this  
Lease shall continue from year to year upon the same terms as above, and all rights  
and liabilities herein given to or imposed upon either of the Parties hereto shall  
extend to the Heirs, Executors, Administrators, Successors and Assigns of such  
Party.

In all leases of land the Association reserves the right to resume the possession  
of the land for public or for Community purposes, on payment of all damages  
sustained by the Lessee thereby, to be determined by three appraisers, one to be  
chosen by the Board of Trustees, one by the Lessee, and the third by these two.  
Nothing shall be construed to invalidate the Association's right of eminent domain.

**In Witness Whereof**, the said Parties have hereunto set their HANDS  
and SEALS.

WITNESS

..... SEAL.

.....

.....SEAL.  
*For the Trustees*

## *FREE ACRES*

### LEASEHOLDERS IN FREE ACRES

Mrs. Sarah Armbruster	Mr. Wm. C. Johnson
Mr. William Armbruster	Mr. Victor Killien
Mrs. G. Barbarin	Mrs. Ada Lewis
Mrs. Bertha Boni	Dr. B. Liber
Mr. Charles Boni	Mr. Alfred Monk
Mr. Edmond L. Brown	Mrs. Edith S. Moore
Dr. T. Alex Cairns	Mrs. Octavia Newcomb
Miss Blanche Chambon	Mr. Milton D. Newman
Miss Jeanne Chambon	Mrs. Mary Oppenheimer
Miss Grace L. Colbren	Mrs. E. L. Pitcher
Mr. Everett Court	Mrs. Lotta Ricalten
Mr. William Crawford	Mr. Fred Riceman
Miss Coline B. Currie	Mr. A. B. Robinson
Mr. Eberlein	Mrs. Sarah S. Robinson
Mr. O. G. Fischer	Mr. Thomas Ryan
Mr. Frank Fitzpatrick	Mrs. Sarah Schoenfeld
Mrs. Jennie Gerken	Mrs. Anna Stirling
Mr. Bolton Hall	Mr. John Townsend
Mr. G. P. Herrick	Mr. J. F. Tucker
Miss Amy Mali Hicks	Mr. Fred Volare
Mr. Geo. E. Hicks	Mrs. Fred Volare
Mr. George Higgins	Mrs. Bessie Watters
Miss Amy Hore	Mr. J. T. Wherett
Mrs. Kathleen Hore	Miss Wilma Wynn
Mr. John H. Horn	

## SANT JORDI

*Now comes the sixth enclave and widens the scene, not only geographically but economically. For the previous five enclaves are limited by the customs' tariff and cannot realize the lofty destiny of Single Tax. Single Tax should mean both freedom of production and freedom of exchange. The five older enclaves can have freedom of production, but they cannot have freedom of exchange. But Andorra is wiser than the United States in this respect, and her policy of free trade enables the enclave of Sant Jordi to be economically superior to the others.*

FISKE WARREN, JUNE 23, 1916.

**S**ANT JORDI received its legal foundation January 19, 1916, was reformed legally September 27, 1918, and its first full year of economic activities ended March 24, 1920.

It consists of two hectares of land in the Republic of Andorra (of which the economic rent is fourteen pesetas), close to the highway, seven kilometers from the southern frontier and about halfway between Sant Julia and Andorra-la-Vella. Through it, amidst some fruitful chestnuts, runs the Riu Anclar, which just below feeds the roaring Valira, the chief river of Andorra, and is fed in turn by the Toll de l'Olla, an exquisite waterfall. Perhaps half the land is rocky, the rest partly in gardens and partly under grass, the whole plentifully irrigated from the Anclar. There are four lessees and one house.

The characteristic feature of Sant Jordi is the sales that are made of goods imported from the outer world, which pay on entrance into Spain duties refunded on entrance into Andorra.

The only officers of this enclave are two Trustees, Joseph Alemany y Borrás and Fiske Warren.

## SANT JORDI

*En lo poble d'Encamp als vint y set Setembre de mil nou cents divuit.*

Devant de l'infraserit Notari publich de les Valls d'Andorra ab residencia a Encamp y dels testimonis al final nomenadors, ha comparegut D. Joseph Alemany y Borrás, major d'edat, casat, del comerc vehí de Barcelona y ha dit:

Qu'en qualitat de duenyo dels terrenos que constitueixen l'“Enclau de Sant Jordi,” en força de l'escriptura de tranferencia otorgada a son favor per D. Fiske Warren poch antes de la present, en poder, de l'infraserit Notari, m'entrega l'Acta de Fideicomissió que conté les bases y condicions que regulan el funcionament de dit Enclau per a que la protocolitzi en mon manual d'escriptures publiques. Consta dita Acta de Fideicomissió de setse fulls escrits d'una sola cara y d'una diligencia al final del full setsé, firmada por el senyor compareixent, els testimonis, y per mi, en que s'expressen y se salven les supressions, addicions y modificacions manuscrites de que ha sigut objete l'exemplar escrit a maquina que se m'entrega y queda unit, original, a la present acta. Junt ab l'Acta de Fideicomissió, m'entrega el senyor requirent un model de contracte de lloguer y un altre model titulat “Constitució,” los dos escrits a maquina, d'una sola cara, y que constan de quatre fulls el primer y de tres el segon que uneixo també, originals, a la present acta.

Manifesta el senyor compareixent que vol que'ls documents protocolisats siguin considerats com a escriptura pública, poguentse lliurar, si's fa necessari, quantes copies se'n demanin, requerintme, al mateix temps, fassi constar al final de cada un l'autenticitat dels mateixos.

De toto lo que he estat requerit formalisar, la present acta, a la que han estat presents per testimonis D. Joan Martisella, sabater y D. Joseph Montellá, paleta, los dos vehins d'aquest poble. Y el senyor otorgant, conegut de mi l'infraserit notari, firma junt ab els senyors testimonis de lo que faig fe.—Joseph Alemany y Borrás. Joan Martisella, testimoni. José Montellá, testimoni. Devant de mi, Domingo Palmitjavila, Notari.

Concorda aquesta copia ab son original, fas fe—y requerit lo signo y firmo a Encamp, dia de son otorgacio.

Domingo Palmitjavila y Moles, *Not.*

ACTA DE FIDEICOMISSIÓ

PRIMER: Els cessionaris serán coneguts baix aquest instrument ab el nom de Fiduciaris de Sant Jordi.

SEGON: Els Fiduciaris reservarán per a l'us públich o comú de la associació o dels membres de la Comunitat a que mes en abant ens referim, les porcions de la propietat qu'estimin convenient y que cuan existeixi aqueixa Comunitat ella mateixa determini, y retirarán de l'us públich o comú aquestes terres a mida que la mateixa Comunitat ho determini, en la forma que ha de ferho conforme a sa constitució. Els mateixos Fiduciaris donarán en arrendaments de noranta nou (99) anys, o termes mes curts les terres que a n'ells els hi sembli mentres no estiguin destinades a usos públichs, a son arbitri, mentre no existeixi la Comunitat y ab consentiment y aprobació d'aquesta cuan sigui existent y organizada, a les persones o corporacions que ho demanin.

Aquestos arrendaments contindrán:

(1) el preu del lloguer o renta anyal, que será equivalent a la renta econòmica de la terra arrendada y será fixat per cada any pels Fiduciaris d'acord ab l'arrendatari mentres no hi hagi número suficient d'arrendataris per constituir la associació, y d'acord ab aquesta Comunitat tant punt estigui existent y organizada. Cualsevol arrendatari que no's conformi ab la fixació del preu demanat pels Fiduciaris o en son cas per la Comunitat, pot demanar un arbitratge per a fixar el preu just de l'arrendament d'aquell any. Si'ls Fiduciaris creuen que la renta o preu a pagar per algun dels arrendataris senyalada per la Comunitat es massa baixa, poden demanar un arbitratge entre ells mateixos y el dit arrendatari; y si aquest creu que es massa alta pot demanar un arbitratge entre ell y la Comunitat o entre ell y'ls Fiduciaris si aquesta no existeix, per a fixar el preu o renta. L'arbitratge's farà en la forma que determina aquesta acta y'ls acorts de l'arbitratge serán decissius.

(2) que totes les obres o millores fetes sobre la terra arrendada serán propietat de l'arrendatari y podran esser tretes per ell o per cualsevol que les hi compri o a qui les cedeixi mentres ho fassi abans de l'acabament d'el lloguer, a no esser qu'el pago de la renta sigui atrassat. Si son venudes a un nou ocupant de la terra abans de que hagi expirat el dret de treureles, poden esser retingudes per aquest ab els mateixos drets que si haguessin sigut fetes per ell.

## SANT JORDI

(3) qu'els Fiduciaris, ab el preu dels arrendaments y en cuant aqueixa quantitat alcansi, haurán de pagar tots els impostos y contribucions que siguin legalment carregats sobre tota la terra del Enclau y sobre les obres y millores, que hi hagi, tant si son considerades com a mobles com si immobles, y l'interés de enalsevol hipoteca o cualsevol altre càrrega o gravamen que pesi sobre dites terres.

(4) qu'els mateixos Fiduciaris poden, en nom y representació de l'arrendatari, demanar y gestionar la reducció dels impostos carregats a dit arrendatari y que'ls Fiduciaris han de pagar.

(5) que tota o part de la terra arrendada, pot en tot temps, per acció de la Comunitat cuan aquesta estigui organizada, esser presa y destinada a us comú dels associats. En tal cas la Comunitat abonará els danys y perjudicis a n'el llogater si n'ha sofert algun. Si l'arrendatari perjudicat no se conforma ab la indemnizació senyalada per la Comunitat, será fixada per arbitratge.

(6) que l'arrendament pot esser terminat a causa de violació per part de l'arrendatari dels reglaments o ordenances que la Comunitat acordi y que hagin sigut declarats causa suficient per la terminació del contracte y que hagin sigut aprovats per els Fiduciaris.

(7) que l'arrendatari, pel sol fet d'acceptar un contracte d'arrendament, devé un membre de la Comunitat tant punt aquesta estigui organizada y ell n'accepti la constitució y ordenances.

(8) provisió per al compliment de lo que s'adiu ab els recursos naturals, incluint mineral, carbó de pedra, petroli y gas natural, recursos que son especificats més avall.

Els contractes de lloguer serán en lo substancial, com en el formulari que va unit a n'aquesta acta; podran no obstant, ferse en ells algunes variacions en cassos particulars, d'acort ab l'arrendatari, pels Fiduciaris, mitjansant la aprobació de la Comunitat cuan estigui organizada.

TERCER: Els Fiduciaris tindrán els poders y obligacions següents:

(1) Haurán d'aplicar els ingressos de les terres de la Fideicomissió als objectes que aquí s'expressen y pel mateix ordre que aquí s'estableix. Els pagos en cada classe han d'esser fets completament, o, si'ls ingressos no basten, se farán a prorrata per ordre:

(A) Pagarán tots els impostos y contribucions que signien carregats sobre totes les terres que tinguin y sobre les millores que hi hagin

## SANT JORDI

tant, si avaluades com a propietat moble com si immoble, y l'interés sobre qualsevol hipoteca o alguna altra càrrega que hi hagi sobre dites terres.

(b) Pagarán tots els gastos rehonables, además dels qu'estan específicament enumerats, d'administració de la Fideicomissió, pero no incluint cap compensació per llurs serveys.

(c) Pagarán anyalment a Fiske Warren o a n'els seus administradors, executors o procuradors una quantitat no menor de cinquanta (50) pessetes cada any durant cent (100) anys y pagarán a dit Fiske Warren o a qualsevol altre persona de la que's compri terra mes tart, la quantitat que s'acordi y en la forma que's convingui a l'hora de la adquisició.

(d) Pagarán les altres quantitats que per acció dels Fideicomissaris se carreguin a la renta anyal, d'altre manera, per conveni.

(e) Pagarán tots els deutes en que s'incorreixi per adquisició de nova terra o per diners enmatllevats per als objectes de la Fideicomissió, cuan se degui y no s'hagi pagat d'altres procedencies y s'hagin obtingut per préstam o d'altre manera.

(f) Poden reservar cada any, per acció d'una majoria de Fiduciaris, una quantitat, si es que n'hi ha alguna, no excedint cap any de deu per cent de la entrada neta de tal any, que determini una majoria de Fiduciaris, com a fondo de gastos imprevistos per a esser usat cuan dita majoria eregui convenient, pera qualsevol d'els objectes autoritzats per la Fideicomissió, incluint l'adquisició de mes terra y les propietats que's trobin en ella.

(g) Pagarán tots els impostos sobre'l bestiar resident en l'Enclau, pertencixent als membres de la Comunitat.

(h) Pagarán tots els impostos personals senyalats per tal any a n'els domiciliats en l'enclau.

(i) Els Fiduciaris estarán autoritzats per a pagar a profit dels membres del Enclau domiciliats en ell, una quantitat destinada a sufragar l'impost o la part fraccional d'aquest qu'ls Fiduciaris determinin, qu'aquells hagin satisfet a la Vall en concepte d'impost de trànsit per la carretera. Els Fiduciaris pagarán, si'ls hi sembla be, la quantitat qu'ells estimarán convenient, pero en cap cas excedirá d'un tant per cent de la contribució total de trànsit, qu'hagi cobrat la Vall en l'any anterior igual al tant per cent que representa la contribució pagada pels Fiduciaris per compte propia y dels membres del Enclau per concepte de contribucions territorial, de bestiar y personal y el total



## *SANT JORDI*

de lo que pagui per tal concepte la Vall d'Andorra. La quantitat fixada, en cas de que vulguin pagarla els Fiduciaris, se repartirà entre els domiciliats en l'Enclau que ho demanin per escrit, cada persona acompanyant els rebuts o talons de lo que hagi satisfet y abans del primer de Febrer per lo que's refereix al any anterior. Serà repartida en la forma següent: (1) a cada un dels reclamants se'ls donarà una quantitat igual a la que's donarà al que tingui menys quantitat gastada, o sino, una part igual a cada un; (2) si sobren encare diners dels destinats pels Fiduciaris a n'aquest objecte, se repartiran per igual entre els demés, donant a cada un una part igual a la del que menys hagi sofert d'entre ells per aqueix concepte o la part que's pugui y aixís successivament mentres hi hagi diners dels destinats pels Fiduciaris per a aixó, sense que ningú pugui percibir més de lo que li ha costat o pagat o la part fraccional fixada pels Fiduciaris.

(j) Els Fiduciaris estaran autoritzats per a pagar a profit dels membres del Enclau una quantitat destinada a sufragar l'impost o la part fraccional d'aquest qu'els Fiduciaris determinin, que aquells hagin satisfet a la Vall en concepte d'impost d'Industria y Comers. Els Fiduciaris pagaran, si'ls hi sembla be, la quantitat que ells estimaran convenient, pero en cap cas excedirà d'un tant per cent de la contribució total d'Industria y Comers qu'hagi cobrat la Vall en l'any anterior, igual al tant per cent que representi la contribució pagada pels Fiduciaris per compte propia y dels membres del Enclau, per concepte de contribució territorial, de bestiar y personal, y el total de lo que pagui per iguals conceptes la Vall d'Andorra. La quantitat fixada, en cas de que vulguin pagarla els Fiduciaris, se repartirà entre els membres de l'Enclau que ho demanin per escrit, cada persona acompanyant els rebuts o talons de lo que hagi satisfet y abans del primer de Febrer per lo que's refereix al any anterior. Serà repartida en la forma següent: (1) a cada un dels reclamants s'els donarà una quantitat igual a la que's donarà al que tingui menys quantitat gastada, y sino, una part igual a cada un; (2) si sobren diners encare dels destinats pels Fiduciaris a n'aquest objecte, se repartiran per igual entre els demés, donant a cada un una part igual a la del que menys hagi sofert d'entre ells per aquest concepte o la part que's pugui, y aixís succesivament mentres hi hagin diners, dels destinats pels Fiduciaris a n'aquest objecte, sense que ningú pugui percibir més de lo que li ha costat o ha pagat o la part fraccional fixada pels Fiduciaris.

[2]<sup>1</sup> Després d'efectuar els pagós pre-mencionats, tindran de posar a

<sup>1</sup> Per equivocació en lo document original, lo nombre (2) va ser oblidat.

## SANT JORDI

part per a usos públics una certa quantitat de lo que resti, que sigui determinada cada any per els Fiduciaris segons llur criteri's hi dicti, pero no menor en conjunt d'un tant per cent de la renta bruta rebuda durant el primer any fiscal en que's cobrà renta, igual a un hu (1) per cent de tal any primer, y un adicional tant per cent, per cada any complert passat desde la fi de tal any primer, junt ab un tant per cent del augment en el segon any sobre el tal any primer igual a un hu (1) per cent per tal segon any y un tant per cent adicional per cada any transcorregut desde la fi del tal segon any, junt ab un tant per cent igual del augment, si es que n'hi ha hagut, de la renta bruta en cada any subsegüent sobre l'any precedent igual a un hu (1) per cent per a tal any subsegüent, y un hu (1) per cent adicional per cada any que hagi transcorregut.

Els Fiduciaris tindran de pagar el montant posat apart de la manera descrita, a la dita Comunitat, pera que s'apliqui a usos publichs, en el sentit de que no poden esser deixats a individus sense donar a un una ventatge sobre dels altres, y incluint llogar terres pera publichs y incluint la adquisició de mes terres, junt ab la propietat personal que puga esser rahonablement inclosa com a part de la transacció, per a esser retingudes per els Fiduciaris, els quals, dintre un periode rahonable, hauran de vendre totes les millores, exceptuant en quant aquestes millores sigan retingudes per a l'us públic de la Comunitat. En cas de que no hi hagi cap Comunitat organitzada a qui puga esser pagada tal quantitat, els Fiduciaris mateixos aplicaran tal quantitat a usos públics de benefici comú a llurs arrendataris, o, a llur discreció, poden pagar la mateixa a la parroquia en que estiguin enclavades les terres.

Després de posar apart la quantitat per a usos públics, en la manera predesrita:

(A) Els Fiduciaris usaran una mitat del balanç restant, per a comprar terra adicional per a l'enclau, o per a calsevol altre enclau d'impost únic, o per a fundar un nou enclau d'impost únic, o per a deixar diners per a la compra de tal terra adicional, o per a la fundació de tal nou enclau, o passaran dita mitat a una Fideicomissió, si y sempre que n'hi hagi una creada per Fiske Warren per a tal objecte, deurán rebre y usar tals pagos per els usos especificats en l'instrument per medi del qual se crehi tal Fideicomissió, o fins a que tal Fideicomissió siga creada poden retenir una tal suma ab poder de transferir la mateixa a tal nova Fideicomissió quan siga creada, o si no s'en ha creat cap dintre cinch anys desde'l primer de Janer

## *SANT JORDI*

de 1918, usar dits diners per a qualsevol dels objectes enumerats previament, y els Fiduciaris poden aplicar dita mitat de tal balanç a qualsevol dels usos prescrits, o les parts que'ls hi sembli a un o mes dels dits usos.

(b) Els Fiduciaris pagarán l'altre mitat de tal balanç a una Fideicomissió sempre y sempre que n'hi hagi una creada per el dit Fiske Warren com en la clàusula (a) més amunt escrita, y fins a que la tal nova Fideicomissió sigui creada retindrán la mateixa y la transferirán a dita Fideicomissió quan dita Fideicomissió sigui creada, o si cap Fideicomissió no s'ha creat dintre cinch anys després del 1er de Janer de 1918, haurán d'aplicar els fondos que allavors retinguin de la mateixa manera prevista en la sobrescrita clàusula y de la manera que allà s'hi explica, la segona mitat del dit balanç serà usada en la mateixa forma prevista respecte a la primera mitat.

[(3)] (4)<sup>1</sup> Els Fiduciaris tindrán el poder d'adquirir mes terres en els termes que llur discreció els hi dicti, incluint el poder de comprarles total o parcialment a credit, de pendrerles subjectes a hipoteca y ells mateixos demanar diners sobre el credit de dita terra y hipotecar la mateixa com a seguritat o garantia, o subjecte a les previsions en quant a la aplicació d'entrades ja mencionada, carregar la renta rebuda de dita terra adicional, o de tota o part de la terra tinguda per ells incluint dita terra adicional, a un pagament per a satisfer l'interés de la quantitat de compra no coberta y pagar el preu de compra, o per pagar algun deute que hi hagi, o pera diners enmatllevats per a comprar dita terra, pero no tindrán cap autoritat en crear cap responsabilitat legal per part de la Comunitat pera pagar tal terra o crear cap obligació legal per la cual la renta de dita terra pugui esser presa y aplicada exceptuan per acte voluntari d'ells, carregant la responsabilitat del modo ja provehit, per a satisfer qualsevol obligació del preu de compra no cobert. Els Fiduciaris, ab la aprovació de la Comunitat tindrán el poder de suspendrer per el temps qu'els hi sembli y la Comunitat aprobi, el lloguer a pagar per qualsevol arrendament; la renta o lloguer sospés constituirá un primer dret sobre les millores (incluint el bosc que hi hagi) sobre dita terra y serà pagable ab interés a la expiració del terme de suspensió o a la més próxima terminació del arrendament; dit dret pot esser posat en forsa apoderantse de dites millores y venentes o en alguna altre forma autorizada per la ley. Els Fiduciaris poden citar qualsevol lloguer sospés com a garantia per diners enmatllevats per ells. Els

<sup>1</sup> Aqueix nombre (4) es una errata en lo document original. Te de ser (3).

Fiduciaris poden, a calsevol hora, vendre, ab la aprobació de la Comunitat, calsevol part de llur propietat que no estiga allavors baix arrendament y transferirà al comprador, lliure de tota Fideicomissió; el producte de la venta de calsevol propietat pot esser aplicat als objectes a que pot destinar-se la entrada surplus o sobrant y cap comprador será responsable per la aplicació que'ls Fiduciaris fassin dels diners de compra.

[(4)] (5)<sup>1</sup> Els poders dels Fiduciaris a enmatllevar inclueixen els poders de:

(A) Enmatllevar diners en una cantitat que, junta a tots els altres empréstits allavors existents, puji a una suma igual al valor determinat per els Fiduciaris a la terra possehida per ells, exclusivament de les millors que hi hagin, menos una deducció del hu (1) per cent del valor de cada parcela per cada any desde la data de la adquisició a la data del tal empréstit; fer tots els empréstits en la forma que'ls hi sembli y facilitar les probes del deute qu'els trihin, incluint, sense restringit la generalitat de les paraules precedents, obligacions, notes, certificats y pagarés; per els objectes d'aquesta provisió el valor de la terra será determinat multiplicant la renta grossa o bruta, rebuda durant l'any precedent per cent y dividintlo per cinch o per lo que allavors sigui la tasa legal d'interés d'Andorra; dit dret d'enmatllevar cuartos incluirá el dret d'enmatllevarlo ab la condició de pagarlos a un tant per any o mes sovint, per un número d'any o la vida o vides de una persona o persones, o altre periode, com a interés o amortizació. El deute consistent en un conveni a pagar anyalment una suma fixa per un periode fixo a una vida o vides será el valor present al temps de la computació, de dit pagament anyal determinat sobre la base de la tasa legal d'interés que allavors prevaleixi a Andorra (a no esser que s'especifiqui una tasa diferent en el conveni ab qui degui cobrar l'anyada y el número d'any qu'el pago fixat ha de durar, prenent en el cas d'una anyada per una vida o vides, la esperansa de vida o vides d'acort a les Taules Experimentals d'América.

(B) Obtenir un empréstit hipotecant tota o part de la terra possehida per els Fiduciaris en la forma y en els termes qu'els hi sembli millor, incluint el poder de fer una hipoteca oberta que provehirá per la obtenció d'altres deutes en que's pugui incorrer posteriorment y incluint el poder de fer una hipoteca, provehir o no, com els hi sembli, que en tot lo que pugui esser consistent ab un arrendament o arrendaments d'alguna parcela particular que allavors estigui en

<sup>1</sup> Aqueix nombre (5) es una errata en lo document original. Te de ser (4).

## SANT JORDI

vigor o que pugui esser donat després que la hipoteca deurà o no deurà, segons sigui el cas, donar un dret a les millors allavors existents o que puguin esser posades mes tart sobre dita terra o sobre una part o parts de dita terra.

(c) Renovar cualsevol hipoteca are o després en forsa, cobrint cualsevol part de la propietat de la Fideicomissió.

(d) A llur discreció insertar en cualsevol arrendament com mes tart se proveeix, y convenir ab cualsevol present o futur arrendatari en modificar tal arrendament per la inclusió de una provisió autorizant als Fiduciaris a hipotecar la terra coberta per tal arrendament de la manera y en els termes ja especificats.

(e) Lliurar a tota persona que'ls hi deixi diners de tota obligació de cuidar-se de com s'apliquin els diners deixats o investigar cualsevol fet, autorizant la acció de la Fideicomissió y que ells aleguen existir.

[(5)] (6)<sup>1</sup> Cap persona que pagui diners com a lloguer o altrament als Fiduciaris tindran de mirarne per la aplicació ni cap persona en bona fe que rebí diners d'els Fiduciaris tindrà de mirar si el pago es fet o no d'acort ab els termes d'aquesta Fideicomissió.

[(6)]<sup>2</sup> Els Fiduciaris haurán de colectar de tot y cada recurs natural, incluint tot mineral, carbó de pedra, petroli, y gas natural portats a flor de terra, el valor de tal recurs jayent en son propi lloch sense cap millorament per a ferne us o per a dirlo a la superficie, y pagaran el montat cobrat a la Fideicomissió sempre y quan que n'hi hagi una creada per el dit Fiske Warren, per a esser usat per a els objectes que serán detallats en l'instrument creant tal Fideicomissió; y fins que tal Fideicomissió sigui creada será guardat y acumulat per els Fiduciaris, y si dintre cinch anys desde'l 1er de Janer de 1918 no s'ha creat tal Fideicomissió, allavors els Fiduciaris poden usar dits fondos ja acumulats, y tots els altres fondos acumulats, d'aquesta manera, per a cualsevol altre objecte autorizat per aquest instrument, de una tal naturalesa que mantingui indisminuit el valor original.

QUART: Tots els arrendataris y domiciliats en l'Enclau serán mem-bres de la associació. Aquesta organizació haurá d'existir cuan vint arrendataris s'hagin aixis organizat y's podrá organizar mitjansant la aprovació dels Fiduciaris cuan aquells arribin a deu.

QUINT: Cualsevol Fiduciari pot dimitir el seu càrrech fentho per

<sup>1</sup> Aqueix nombre (6) es una errata en lo document original. Te de ser (5).

<sup>2</sup> Per equivocació en lo document original el nombre (6) va ser oblidat.

## *SANT JORDI*

escrit, ab nota notarial que serà notificada als demes Fiduciaris. Sempre que's produeixi una vacant en el número dels Fiduciaris, els restants nomenarán un nou Fiduciari o Fiduciaris. Aquest nomenament haurà d'esser confirmat per majoria de votants en l'assamblea General si la associació està organitzada, en assamblea expresament convocada a aquest objecte y de la manera prescrita en la constitució. El nomenament se farà ab escriptura pública notarial. El nou elegit tindrà els mateixos drets y obligacions que els demés Fiduciaris. Mentres estigui pendent el nomenament d'un nou Fiduciari els demés assumiran tots els drets y poders de la Fideicomissió y podran exercirlos igual que si'l número fos complet.

**SISE:** Eexceptuant en lo que está ja provehit diferentment, tota acció dels Fideicomissaris ha d'esser acte unaním de tots els Fiduciaris existents, pero cualsevol Fiduciari pot delegar a un altre Fiduciari la part de poders per el temps que's marquí que cregui convenient així com la Fideicomissió pot delegar una part dels seus poders a un o dos dels seus fiduciaris. Tal delegació per un Fiduciari o per la Fideicomissió pot esser revocada a cualsevol hora per ell mateix o per la Fideicomissió. Un Fiduciari pot delegar el seu poder en una cuestió que l'interessi personalment y allavors pot tractar aquella cuestió ab els demés Fiduciaris, lliure de les seves obligacions Fiduciaris.

**SETE:** Aquesta acta de Fideicomissió pot esser corretgida o terminada a cualsevol hora per medi de document escrit firmat per la majoria de Fiduciaris y aprovat en assamblea per la majoria dels membres de l'Enclau de Sant Jordi que allavors hi hagin presents, pero cap modificació pot afectar els drets que un llogater ha rebut dels Fiduciaris en el document d'arrendament ni determinarà cap altre distribució o disposició de la terra que la que aquí s'indica.

**OCTAU:** A la terminació d'aquesta Fideicomissió a que's refereix l'article anterior, els Fiduciaris transferirán tota la propietat que allavors estigui en ses mans, subjecte a tots els lloguers allavors en vigor, absolutament y lliure de tota Fideicomissió a la persona o persones o cos corporatiu que la majoria de Fiduciaris que hi hagin allavors y la majoria de membres que allavors hi hagin en la Comunitat determini per escrit y si no arriben a entendre's, o si per alguna raho ja no hi ha comunitat, allavors a la Parroquia d'Andorra la Vella, o a les en que radiquin les terres. Tal transferència serà ab la condició de que tots els lloguers en existencia han de continuar en vigor; els llogaters estarán obligats a pagar com a lloguer la quantitat que convinguin

## *SANT JORDI*

ells y el concessionari de la reversió, com a just equivalent, segons les circumstancies dels temps, de la renta econòmica menys els impostos y contribucions requerits d'el llogater, els quals, segons les condicions de l'arrendament han d'esser pagades per l'arrendador; en cas de que l'arrendatari y'l concessionari no es puguin entendre en euant a dit equivalent, la cosa serà arreglada per arbitratge. Si a n'el temps de la transferenceia els pagaments a dit Fiske Warren o a cualsevol altre persona per la terra adquirida no s'han acabat, el concessionari continuarà obligat a efectuar dits pagaments en la mateixa cantitat a què'ls Fiduciaris eren obligats d'efectuarlos.

**NOVE:** Sempre que en aquest document se fa referencia a arbitratge, se enten que haurà d'esser de tres persones desinteressades, cada partit interessat triant una de les tres persones presentades per l'altre y la tercera part essent escullida per les dugues ja triades; el fallo per escrit de la majoria dels jutjes serà definitiu y final per a abdues parts.

**DESE:** Una acta notarial firmada per la majoria dels Fiduciaris fent constar la existencia d'un fet, la existencia del cual es necessaria per a autorizar alguna acció presa per els Fiduciaris, serà per a terceres persones proba concluent de la realitat y evidencia del fet a que fassi referencia l'esmentada acta notarial.

**ONSE:** Els Fiduciaris, quan no existeixi constituida la Comunitat podran exercir els drets de la mateixa ab totes les facultats y limitacions de la present acta.

**DOTSE:** Els Fiduciaris, sensa que s'entengui que la imposen, procuraran que la Comunitat de llogaters Sant Jordi se desenrotlli, baix la constitució anexa en aquesta Acta de Fideicomissió.

**DILIGENCIA:** En lo poble d'Encamp als vint y set Setembre de mil nou cents divuyt. L'infrascrit Notari donch fé de qu'l present document de Acta de Fideicomissió es el á que fa referencia l'acta de protocolització formalizada avuy, poeh antes de la present diligencia, expressant el senyor requirient D. Joseph Alemany y Borrás, que salva les següents modificacions de concepte manuscrites en el text á maquina: El full primer queda totalment suprimit salvo l'encapçalament que diu: "Acta de Fideicomissió." En el full segon queden suprimides les set primeres ratlles. Tot ell está tatxat per medi d'una ratlla vertical limitada per dos d'horizontals. En el full nou, ratlla vint y dos, en el déu, línea primera y en el tretse, ratlla vint y dos, val la correcció manuscrita "1918" (mil nou cents divuit).

## *SANT JORDI*

Quin text, amb les expressades modificacions, aprova el senyor requerent D. Joseph Alemany firmant aquesta diligència, á la que han estat presents per testimoni, D. Joan Martisella, sabater, y D. Joseph Montellá, paleta, els dos vehins d'aquest poble. Joseph Alemany y Borrás. Juan Martisella, testimoni. José Montellá, testimoni. Domingo Palmitjavila, Notari.

### CONTRACTE DE LLOGUER

Els Fiduciaris de Sant Jordi, baix acta de Fideicomissió datada el feta devant del notari D. Domingo Palmitjavila y Moles, d'ara en avant anomenats els arrendadors, qual expressió inclurá llur successors en Fideicomissió, sempre que el contexte ho permeti, per la present lloguen y deixen en arrendament a de d'ara en avant anomenat l'arrendatari qual expressió inclurá els hereus, executors, administradors y encarregats de l'arrendatari, en tot lo que el contexte ho permeti, la terra descrita a continuació, a Sant Jordi Parroquia d'Andorra la Vella, en la República d'Andorra, aixó es:

Tenir y retenir per el terme de anys, comensant en de l'any 19 , baix els següents termes y condicions: L'arrendatari, pel fet d'acceptar aquest arrendament, se converteix en un membre de la Comunitat de Sant Jordi y accepta y s'ave a estar sotsmes a la Constitució y ordenances de la dita Comunitat y a les provisions de dita Acta de Fideicomissió incluint les correccions que degudament s'hi fassin, y conve ab els arrendadors:

1. Pagar anyalment a n'els arrendadors per adelantat en el dia 25 de Mars de cada any, comensant el proxim 25 de Mars, com a renta o llogner anyul, una cantitat igual a la renta económica complerta de l'any, de dit tros de terra sense tenir en compte les millores que hi hagin a sobre, y tal renta o lloguer pot esser cada any senyalada per els Fiduciaris o per la Comunitat de Sant Jordi, d'acort ab l'arrendatari o per arbitratge en la forma ja provehida en dita Acta de Fideicomissió.

2. Pagar als arrendadors per cada fracció d'un recurs natural que sia posat a flor de terra, una cantitat de diner d'un valor igual al valor que tenia estant a sota la terra, cada vegada que d'ella s tregui o a plassos convinguts per abdues parts. La cantitat pagable será fixada



## SANT JORDI

pels Fiduciaris o la Comunitat d'acort ab l'arrendatari, o per arbitratge com está previst en l'Acta de Fideicomissió.

3. Observar y complir totes les ordenances o reglaments qui siguin determinats per la Comunitat de Sant Jordi y no permetrer que estigui en les terres cap persona que refusi obehirhi.

4. Permetrer als arrendadors que fassin les gestions necessaries per a la rebaixa dels impostos senyalats a l'arrendatari, les quals, segons els termes del contracte de lloguer han d'esser pagats per els arrendadors.

5. Permetrer que tota o part de la terra arrendada siga presa per la Comunitat de la manera que sa forma d'organització disposi, per a qualsevol us públich per a la Comunitat a cambi del pago de danys y perjudicis segons está provehit en dita Acta de Fideicomissió.

6. Durant la continuació d'aquest arrendament no tallar o perjudicar o destruir intencionadament cap dels arbres de la propietat que tinga mes de deu (10) centímetres de diàmetre en un punt cuaranta cinch (45) centímetres sobre la terra sense consentiment escrit dels Fiduciaris, ab la excepció de que els arbres que no existien en dites terres avans del 19 de Janer 1918 poden esser tallats y trets per l'arrendatari.

Els arrendadors convenen ab l'arrendatari:

Aplicar tota la renta cobrada de les terres llogades per ells baix dita Acta de Fideicomissió a n'els següents objectes, en l'ordre especificat:

(A) Al pago complert o prorratable si no pot esser complert, de tots els impostos o contribucions que siguin legalment carregats sobre tota la terra que está, o estigui en temps a venir, sota aquesta Fideicomissió, incluint les millores sobre dita terra, tant si avaluades com a propietat moble com si immoble, y de tot interès sobre tota hipoteca o cap altre càrrega que cobreixi dita terra o part d'ella.

(B) An'els objectes y de la manera que la Acta de Fideicomissió o qualsevol cambi que s'hi fassi proveeixi.

Per abdues parts se convé lo següent:

a. Totes les millores fetes per l'arrendatari sobre dites terres serán y quedarán propietat de l'arrendatari, y poden ser tretes per l'arrendatari sempre que vulgui avans de la terminació d'aquest contracte d'arrendament, si la renta o lloguer no está allavors en retràs, y poden esser venudes o cedides per l'arrendatari a qualsevol persona ab el

mateix dret de treureles y si son venudes a un nou arrendatari de la terra poden esser retingudes per el nou arrendatari ab identichs drets d'endurseles com si fossin originalment seves; d'igual manera, calsevol comprador pot, baix les mateixes condicions, vendre tals millores. L'arrendatari o comprador de calsevol millores estar  obligat, al treureles, a deixar les terres en tant bones condicions com estaven al erigirs'hi les millores y els Fiduciaris poden exigir una seguritat rahonable com a condici  per a permetrer el trasllat.

b. Aquest arrendament pot esser terminat a calsevol temps per els arrendadors per trencament de calsevol dels convenis per part del arrendatari, mitjansant una noticia per escrit enviada trenta (30) dies abans demanantne compliment, enviada o clavada en les terres, ab l'excepci  de que no hi haur  terminaci  per trencament del conveni n mero 3 a no esser que la ordenansa o reglament violat siga aprobat per els Fiduciaris y s'hagi declarat que la violaci  ser  causa suficient per a rescindir el contracte.

c. L'arrendatari pot acabar aquest contracte semble que vulgui, mentres ne dongui noticia per escrit no menos de seixanta (60) dies abans, portada o enviada a n'els Fiduciaris, pero aquesta rescisi  no lliurar  al arrendatari de la obligaci  de pagar la renta completa de tot l'any si ella te lloch durant el curs de l'anyada.

DILIGENCIA : En el poble d'Encamp, als vint y set de Setembre de mil nou cents divuit. L'infrascrit Notari donch fe de que 'l present model de contracte de lloguer es el a que fa referencia l'acta de protocolitzaci  formalisada avuy, poch antes de la present diligencia, . . .

Quin text, . . . aprova 'l senyor requirent, D. Joseph Alemany, firman aquesta diligencia, a la qu'han estat presents per testimonis, D. Joan Martisella, sabater, D. Joseph Montell , paleta, els dos vebins d'aquest poble, que tambe firman. Joseph Alemany y Borr s. Joan Martisella, testimoni. Jos  Montell , testimoni. Domingo Palmitjavila, Notari.

Concorda aquesta copia ab son original, fas f —Y requerit, la signo y firmo, dia de sa data.

Domingo Palmitjavila y Moles, *Notari*

## SANT JORDI

### CONSTITUCIÓ

*Nosaltres, arrendataris de l'Enclau de Sant Jordi, a l'objecte de fomentar el progrés, industria y mútua ajuda dels residents en el mateix, organizen o creen la seva associació baix la Constitueió següent:*

#### ARTICLE 1<sup>er</sup>.

Queda constituïda aquesta Comunitat ab el nom de Comunitat de SANT JORDI y'ls afers comuns dels associats, excepte per lo que estigui ja establert en l'Acta de Fideicomissió, serán administrats pels mateixos arrendataris y associats, reunits en assemblea pública y per los delegats que aqueixa assemblea elegeixi.

#### ARTICLE 2<sup>on</sup>.

Tota persona domiciliada en l'Enclau será membre de l'Associació y tindrà veu en les assemblees generals; però tindrán únicament vot en elles els que siguin arrendataris o caps de família residents en l'Enclau y cada un tindrà un vot que donarà o personalment o per son representant, delegat o procurador y'ls menors d'edat per son tutor o curador.

Tindrà lloch una assemblea general cada mes y será l'últim disset de cada mes a les set y mitja de la tarde en un local destinat a n'aquest objecte. Se donarà notícia pública de cualsevol cambi en la data, lloch y hora de la reunió de l'Assamblea sempre que ocorri el cas, ab l'anticipació necessaria. A mes d'aqueixa reunió ordinaria de l'Assamblea General, sempre que cinch o mes dels residents o arrendataris ho demanin per escrit y ab sa firma, el President del Concèll convocarà l'Assamblea General extraordinaria. El Secretari de la Corporació haurà de notificar dita reunió a tots els arrendataris, fent constar l'hora y l'objecte de la mateixa.

#### ARTICLE 3<sup>er</sup>.

L'Assamblea General elegerà un Concèll format de tres representants segons el sistema Hare de representació proporcional.

Aquest Concèll servirà fins que s'en elegeixi un altre, y les eleccions haurán d'esser sempre per tot el Concèll y no per representants separats, individualment. Dita elecció tindrà lloch sempre que una majoria de votants de l'Assamblea de la població ho determini aixís.

El Concèll haurà d'elegir son propi president, y haurà de nomenar un Tresorer, subjecte a l'aprobació de l'Assamblea de la Comunitat, un Secretari, y tants altres empleats com l'Assamblea autorizi; tots els quals actuarán fins que s'hagi nomenat llur successor.

## *SANT JORDI*

El Concell haurà d'administrar els afers de la Comunitat, subjecte a l'autoritat de l'Assamblea y a les provisions de l'Acta de Fideicomissió. Deixarà terres a lloguer per ordre de tanda als qui ho demanin, a no esser que l'Assamblea ho disposi altrament, y haurà de senyalar cada any la renta o lloguer per l'us de dites terres, subjecte a recurs davant de l'Assamblea. S'haurà de sotsmetre a la Comissió de Fiduciaris un detall de dites evaluacions y senyalaments, els quals deurán fer els corresponents documents de lloguer y cobrar les rentes.

Totes les ordres per a gastos dels fondos comunals haurán d'esser firmades per algun dels representants y contrafirmades por un altre.

El Concell nomenarà els comités permanents y emplearà la gent que li sembli convenient, y empendrà els treballs públichs y gastará els fondos comunals que l'Assamblea General li autorizi.

### ARTICLE 4<sup>rt</sup>.

El Secretari será nomenat pel Concell y efectuará tots els treballs de Secretari que li siguin encarregats. Servirá també com a Secretari de l'Assamblea General, y ha de guardar acta de tals reunions, y sotsmetreles per correcció o aprobació, a la próxima Assamblea.

Ell es qui haurà de rebre les demandes de terra y guardarne una llista per ordre de demanda.

### ARTICLE 5<sup>nt</sup>.

El Tresorer tindrà a carrech seus tots els fondos comunals que no estigan en mans de la Fideicomissió; portará cuidadosament els llibres de comptaduria y'ls haurá d'ensenyar per revisió sempre que se li demani. Pagará fondos comunals en vista d'una ordre firmada per un dels representants y contrafirmada per un altre.

Haurá de donar la garantia que el Concell requereixi.

Los comptes, tant dels Fiduciaris com del Tresorer serán revisats y comprovats y revisats al menys cada sis mesos per un comité de tres, nomenat per el President de l'Assamblea General.

### ARTICLE 6<sup>se</sup>.

Aquesta Constitució pot esser corretgida, alterada o abrogada per una majoria de vots dels presents en cualsevol de les Assamblees ordinarias o en cualsevol de extraordinaria ab la condició de que s'hagi avisat la celebració de tal Assamblea al menys una setmana avans, a cada un dels arrendataris.

### ARTICLE 7<sup>te</sup>.

Aquesta Constitució entrarà en efecte tant punt hagi sigut firmada per el nombre requerit de llogaters.

## SANT JORDI

DILIGENCIA: En el poble d'Encamp, als vint y set Setembre de mil nou cents divuit. L'infrascrit Notari faig fe que'l precedent model de "Constitució" es el a que fa referència l'acta de protocolització aixecada poch abans d'aquesta diligència y que son text queda aprovat per el senyor requirient, D. Joseph Alemany, el qual firma junt ab els senyors testimonis, D. Joan Martisella, sabater. D. Joseph Montellá, paleta, ab dós vehins d'aquest poble. Joseph Alemany y Borrás. Joan Martisella, testimoni. José Montellá, testimoni. Domingo Palmitjavila, Notari.

Concorda aquesta copia ab son original, fas fe — Y requerit la signo y firmo a Encamp, dia de la data d'esta diligència.

Domingo Palmitjavila y Moles, *Notari*

[*Translation*]

### ST. GEORGE

*In the town of Encamp, September 27, 1918.*

Before the undersigned notary public of the Valleys of Andorra, residing at Encamp, and the witnesses finally named, has appeared Don Joseph Alemany y Borrás, of age, married, engaged in commerce, citizen of Barcelona, and has said:

That in quality of owner of the lands constituting the enclave of St. George, in virtue of conveyance executed in his favor by Don Fiske Warren, somewhat earlier than the present document, which conveyance is in the possession of the undersigned notary, he delivers to me the Deed of Trust, which contains the fundamental provisions regulating the operation of the said enclave, in order that I may protocolize it in my manual of public documents, and which I annex as a part of the present document. Together with the Deed of Trust he delivers to me at the same time a form of lease and also another form called The Constitution, which I annex also as a part of the present document.

He requests that the protocolized documents be considered as public, authorizing me to deliver as many copies as are needed and asked for, at the same time requiring of me that I make the authenticity of each copy appear at the end.

To cover all of which I have been required to form the present deed, at which are present as witnesses Don Joan Martisella, shoemaker, and Don Joseph Montellá, master of works, both citizens of this town.

## SANT JORDI

And the said Alemany, known to me, the undersigned notary, signs together with the witnesses, to which I give faith.

Joseph Alemany y Borrás

Joan Martisella, *Witness*

José Montellá, *Witness*

Before me,

Domingo Palmitjavila, *Notary*

## DEED OF TRUST

*Name of Trust* FIRST: The concessionaries under this instrument shall be known as the Trustees of St. George.

SECOND: The Trustees shall set apart for public or common use of the association or members of the Community hereinafter referred to such portions of the property as they deem advisable and *Use of Property* which the said community, when it shall exist, shall itself determine, and shall withdraw from public or common use such land from time to time as the same Community shall determine in the form which it has to take to conform with its constitution; the said Trustees shall give leases for ninety-nine (99) years or shorter terms *Leases* for such parcels as to them it seems good, of land not already assigned to public use, upon their own responsibility, until the Community shall be in existence, and with its consent and approval when it exists and is organized, to such persons or corporations as apply. Such leases shall:

(1) Provide for a rate of payment or annual rent which shall be equivalent to the economic rent of the land leased, and shall be fixed *Rental* each year by the Trustees in agreement with the lessee as long as there shall not exist a sufficient number of lessees to constitute the association, and in agreement with the said Community as soon as it shall exist and be organized; any lessee not accepting the rate determined by the Trustees or by the Community can demand an arbitration to determine the proper rate of the lease for that year; the Trustees may, if they deem the rent or rate of payment to be paid by any one of the leaseholders as fixed by the Community too low, require an arbitration between *Arbitration as to Amount* themselves and such leaseholder, and, if the leaseholder believes that it is too high, he can demand arbitration between him and the Community or between him and the Trustees,

## SANT JORDI

if the Community is not in existence, to fix the rate of rent; the arbitration shall be in the manner provided in this Deed of Trust, and the decision by arbitration shall be final;

(2) Provide that all the works or improvements made upon the leased land shall be the property of the lessee, and may be removed by him or by any purchaser or by whatever person to whom they have been conveyed before the termination of the lease, if the rent is not then in arrears; if sold to a new tenant of the land before right of removal terminates, they may be held by him with the same rights as if they had been made by him;

(3) Provide that the Trustees shall from the income received from leases to the extent of such income pay all taxes and assessments that may be lawfully assessed upon all of the land of the enclave and upon the works and improvements thereon, whether assessed as real estate or personal property, and all the interest upon any mortgage or other encumbrance covering such lands;

(4) Provide that the same Trustees may, in the name and behalf of any lessee, apply for and prosecute any proceedings for abatement of the taxes assessed to such lessee payable by the Trustees;

(5) Provide that all or any part of the property leased may at any time, by action of the Community, when there is an organized Community, be taken for any public use of the associates; in such a case the Community shall pay for the injury and damage to the lessee if the lessee has suffered thereby; if the injured lessee is dissatisfied with the sum awarded by the Community, it shall be fixed by arbitration;

(6) Provide that the lease may be terminated for violation by the lessee of such rules and ordinances as the Community enacts and declares to be sufficient cause for the termination of the contract, and as the Trustees approve;

(7) Provide that the lessee by the sole fact of acceptance of a lease becomes a member of the Community as soon as it is organized and he accepts its constitution and ordinances;

(8) Provide for compliance as to all natural resources including all mineral, coal, oil and natural gas, with the provisions hereinafter contained.

The leases shall be substantially in the form hereto annexed,

## SANT JORDI

nevertheless there may be made by the Trustees in accord with the lessee, subject to the approval of the Community, when it exists, some changes in special cases.

TRUST: The Trustees shall have the following powers and obligations:

(1) They shall apply the income received by them from the lands of the trust to the purposes here set down, and in the order which is here established; the payments in each class must be made in full or ratably if the income does not suffice.

(A) They shall pay all taxes and assessments that may be charged upon all the lands which they hold and upon the improvements thereon, whether assessed as real estate or personal property, and the interest upon whatever mortgage or other encumbrance covering such lands.

(B) They shall pay all the reasonable expenses, other than those specifically enumerated, of administering their trust, but not including any compensation for their services.

(C) They shall pay annually to Fiske Warren, or his executors, administrators or assigns, a sum not less than fifty (50) pesetas every year during one hundred (100) years, and they shall pay to the said Fiske Warren, or to any other person from whom land shall be bought later, the sum fixed and the form agreed upon at the time of acquisition.

(D) They shall pay such other sums as by action of the Trustees may be charged by agreement or otherwise on the annual rent.

(E) They shall pay any indebtedness incurred in connection with acquiring new land or for money borrowed for the purposes of the Trust as may become due and not be paid from other sources or be provided for by loan or otherwise.

(F) They may reserve each year by action of a majority of the Trustees such sum, if any, not exceeding in any year ten (10) per cent of the net rent for such year as such majority may determine, as a fund for unforeseen expenses, to be used whenever such majority think proper for any of the purposes authorized by the Trust, including acquisition of additional land and property thereon.



## *SANT JORDI*

(g) They shall pay the taxes upon hoofed animals residing in the enclave and belonging to members of the community.

### *Taxes*

(1) They shall pay all personal taxes assessed for such year upon persons domiciled in the enclave.

(i) They shall be authorized to pay for the advantage of members of the enclave domiciled in it a sum intended to cover the payment of such fractional part thereof as the Trustees determine, which such members shall have paid to the Valley because of the tax on transit by the highway. The Trustees will pay, if they see fit, the sum which they deem advisable, but in no case to exceed a percentage of the total tax on transit received by the Valley in the previous year equal to the percentage of the total tax of the Valley for land, for hoofed animals, and for personalty corresponding to the taxes paid by the Trustees on their own account and on account of the members of the enclave for the same. The sum fixed, in case the Trustees wish to pay it, shall be divided among the members domiciled in the enclave who apply for it in writing, each person accompanying the application with receipts or vouchers for the amounts paid, and before the first of February, for whatever refers to the previous year. It shall be distributed in the following form: (1) To each one of the applicants there shall be given a sum equal to the sum given to the applicant who has paid the smallest quantity, or, if not, then an equal part to each. (2) Any excess of money assigned by the Trustees to this purpose shall be distributed equally among the others, giving to each one a sum equal to the sum paid by whoever of them suffered least in this respect, or else the sum available, and thus successively until the money assigned by the Trustees for this purpose shall be exhausted, not permitting any one to receive more than it has cost him or than he has paid, or the fractional part as determined by the Trustees.

(j) They shall be authorized to pay for the advantage of members of the enclave a sum intended to cover the payment or such fractional part thereof as the Trustees determine, which such members shall have paid to the Valley because of the tax on industry and commerce. The Trustees will pay, if they see fit, the sum which they deem advisable, but in no case to exceed a percentage of the total tax on industry and commerce received by the Valley in the previous year equal to the percentage of the total tax of the Valley for land, for hoofed animals, and for personalty corresponding to the taxes paid by the Trustees on their own account and on account of the members of the enclave for the same. The sum fixed, in case the Trustees wish

## SANT JORDI

to pay it, shall be divided among the members domiciled in the enclave who apply for it in writing, each person accompanying the application with receipts or vouchers for the amount paid, and before the first of February, for whatever refers to the previous year. It shall be distributed in the following form: (1) To each one of the applicants there shall be given a sum equal to the sum given to the applicant who has paid the smallest quantity, or, if not, then an equal part to each. (2) Any excess of money assigned by the Trustees to this purpose shall be distributed equally among the others, giving to each one a sum equal to the sum paid by whoever of them suffered least in this respect, or else the sum available, and thus successively until the money assigned by the Trustees for this purpose shall be exhausted, not permitting any one to receive more than it has cost him or than he has paid, or the fractional part as determined by the Trustees.

(2)<sup>1</sup> After making the foregoing payments they shall from any surplus remaining set apart for public purposes such amount as the Trustees may in each year think fit, but not less than in *Public Pur-* the aggregate percentage of the gross rent received during *poses* the first fiscal year in which any rent was collected equal to one per cent of such first year, and one per cent additional for each full year elapsed since the end of such first year, together with a percentage of the increase in the second year over such first year equal to one per cent for such second year and one per cent additional for each year elapsed since the end of such second year, together with a like percentage of the increase, if any, of gross rental in each succeeding year over the preceding year equal to one per cent for such succeeding year, and one per cent additional for each year since elapsed. The amount so set apart the Trustees shall pay over to the said community for application to uses public in the sense that they cannot be left to individuals without giving one an advantage over others, and including hiring any real estate for public use and including the acquisition of additional real estate, together with whatever personal property may reasonably be included as a part of the transaction, to be held by the Trustees, who shall within a reasonable period sell all the improvements, except so far as such improvements are retained for public use of the Community. In case there is no organized Community to which such income can be paid over, the Trustees shall themselves apply such sum to public uses for the

<sup>1</sup> By mistake in the original document the figure (2) was here omitted.

## *SANT JORDI*

common benefit of their lessees, or in their discretion may pay the same to the parish in which the lands are situated.

After setting apart the sum for public uses as above provided :

(A) The Trustees shall use one-half of the balance remaining to buy additional land for the enclave, or for any other single tax enclave, or to found a new single tax enclave, or to lend money either for the purchase of such additional land, or for founding such new enclave, or shall turn over such half to a Board of Trustees, if and whenever there is one created by Fiske Warren, to receive and use such payments for such purposes as may be specified in the instrument creating such Board of Trustees, or until such Board is created may hold any such sum with power to turn the same over to such Board when it is created, or if none is created within five years from January 1, 1918, to use such money for any of the other purposes above enumerated, and the Trustees may apply said half of such balance to any of the foregoing purposes, or in such shares as they think fit to one or more of said purposes.

(B) The Trustees shall pay over the other half of such balance to a Board of Trustees if and whenever there is one created by said Fiske Warren as in clause (A) above set forth, and until such Board is created shall hold the same and turn it over to such Board when such Board is created, or if no Board is created within five years after January 1, 1918, shall apply the fund then held by them in the same manner as provided in clause (A) above, and shall thereafter use the second half of said balance in the same manner as above provided with respect to the first half.

(3)<sup>1</sup> The Trustees shall have the power to acquire additional real estate on such terms as in their discretion they think fit, including

<i>Powers as to Acquiring Additional Land</i>	power to purchase wholly or in part on credit, to take the same subject to a mortgage, or themselves to borrow money on the credit of such real estate, and to mortgage the same as security or guaranty, or, subject to the provisions as to application of income above set forth, to charge the rental received from such additional land, or from all or any part of the land held by them including such additional land, with a payment to meet the interest on any unpaid purchase money and to pay off the purchase price, or any indebtedness therefor or for money borrowed to acquire such land, but they shall have no authority to create any legal liability on the part of the Community
---	---

<sup>1</sup> By mistake in the original document this figure appears as (4).

to pay for any such land or to create any legal obligation by which the rental of the said land can be reached and applied, except by their voluntary act in charging the same as above provided, to satisfy any claim for unpaid purchase money. The Trustees, with the approval of the Community, shall have power to suspend for such time as they think fit and the Community approves the rent payable under any lease; the rent so suspended shall constitute a first lien on the improvements (including any growing timber) on such land, and shall be payable with interest at the expiration of the term of suspension or upon the earlier termination of the lease; such lien may be enforced by seizure of such improvements and sale thereof, or in any way authorized by law. The Trustees may pledge any suspended rent as security for money borrowed by them. The Trustees may, with the approval of the Community, at any time sell any of the trust property not then under lease and convey the same to the purchaser free from any trust; the proceeds of any property so sold may be applied to any purpose to which surplus income is applicable, and no purchaser shall be responsible for the application which the Trustees make of the purchase money.

(4)<sup>1</sup> The powers of the Trustees as to borrowing shall include the power:

<p><i>Power to Borrow</i></p>	<p>(A) To borrow money to an amount equal in the aggregate with all loans at the time outstanding to the value as determined by the Trustees of the land owned by them, exclusive of improvements thereon, less a deduction of one (1) per cent of the value of each parcel for each year from the date of its acquisition to the date of such borrowing, to make every such loan on such terms as they think fit, and issue therefor such evidences of indebtedness as they elect, including, without restricting the generality of the foregoing words, bonds, notes and certificates of indebtedness; for the purposes of this provision the value of land shall be determined by multiplying the gross rent received during the preceeding year by one hundred and dividing it by five or other figure representing the then legal rate of interest in Andorra; such right to borrow money shall include a right to borrow on the terms of paying a fixed sum yearly or oftener for a term of years or the life or lives of any person or persons, or other period, by way of interest or amortization; a debt consisting of an agreement to pay annually a fixed sum during a fixed period or for a life or lives shall be the present</p>
---------------------------------------	---

<sup>1</sup> By mistake in the original document this figure appears as (5).

## SANT JORDI

worth at the time of computation of said annual payment, determined upon the basis of the legal rate of interest then prevailing in Andorra (unless a different rate shall be specified in the agreement with the annuitant) and the number of years during which the fixed payment is to continue, taking in the case of an annuity upon a life or lives the expectation of life or lives according to the experimental tables of America;

(B) To secure any loan by mortgage of all or any part of the land owned by the Trustees in such form and on such terms as they think proper, including power to make an open mortgage which shall provide for securing other indebtedness that may be subsequently contracted, and including power to provide or not, as they think fit, so far as may be consistent with any lease or leases or any particular parcels thereof then in force or thereafter to be given that the mortgage shall or shall not, as the case may be, give any title to improvements then existing or that may hereafter be put upon such land or any parcel or parcels thereof;

(C) To extend any mortgage now or hereafter in force covering any of the trust property;

(D) In their discretion to insert in any lease as hereafter provided, and to agree with any existing or future lessee upon modifying such lease by including therein a provision authorizing the Trustees to mortgage the land covered by such lease in the manner and on the terms above specified.

(E) To relieve any person lending money to them from all obligation to see to the application of the money loaned or to determine any fact authorizing the action of the Trustees and by them alleged to exist.

(5)<sup>1</sup> No person paying money as rent or otherwise to the Trustees shall be bound to see to the application thereof, and no person in good faith receiving money from the Trustees shall be bound to inquire whether the payment is made in accordance with the terms of this trust.

*Responsibility  
of Payors  
and Payees*

(6) The Trustees shall collect from any and every natural resource, including all mineral, coal, oil and natural gas brought to the surface of any land, the value of such resource as it lay in the ground without any improvements for making use of it or bringing it to the surface, and shall pay over the amount collected to a Board of Trustees,

<sup>1</sup> By mistake in the original document this figure appears as (6).

## SANT JORDI

if and whenever there is one created by said Fiske Warren, to be used for purposes to be specified in the instrument creating such Board; and until such a Board is created shall be held and accumulated by the Trustees hereunder, and if within five years from January 1, 1920, no such Board has been created, then the Trustees hereunder may use said fund already accumulated, and all further amounts so collected, for any other purpose authorized by this instrument of such a nature as to constitute a capital expense.

FOURTH: All the lessees and persons domiciled in the enclave shall be members of the association. This organization shall exist whenever twenty (20) lessees shall have so organized, or the Community may be organized with a minimum of ten (10), subject to the approval of the Trustees.

FIFTH: Any Trustee may resign his trust by notarial act announced to the other Trustees. Whenever a vacancy exists in the number of Trustees, the remaining Trustees shall appoint a new Trustee or Trustees. This appointment must be confirmed by a majority of those voting in a general meeting, if the Community is organized, called expressly for this purpose and in the manner prescribed by the Constitution. The appointment shall be made by public notarial document. The new Trustee elected shall have the same rights and obligations as the other Trustees. Pending the appointment of a new Trustee, the others shall assume all the rights and powers of the Trust and shall exercise them as if their number were complete.

SIXTH: Except as otherwise provided herein, all action by the Trustees must be the unanimous act of all the Trustees for the time being, but any Trustee may delegate to another Trustee such part of his powers for such time as he indicates and thinks proper; such delegation by a Trustee or by the Board may at any time be revoked by him or by the Board. Any Trustee may so delegate his power to act in respect to any matter in which he has a personal interest, and may then deal with the Trustees free from any fiduciary obligation as to such matter.

SEVENTH: This declaration of trust may be amended or terminated at any time by instrument in writing signed by a majority of the Trustees and approved in writing by a majority of the members for the time being of the enclave of St. George, but no such amendment shall impair any

## SANT JORDI

of the rights of a lessee from the Trustees under his lease, or shall provide for any other distribution or disposition of the land than is herein provided for.

EIGHTH: Upon the termination of this Trust as indicated in the previous article, the Trustees shall convey all the trust property then in their hands, subject to any leases then outstanding, absolutely and free from any trust, to such person or persons or body corporate as a majority of the Trustees for the time being and a majority of the members for the time being of the Community shall in writing determine, or upon failure to agree, or if for any reason there is no longer any Community, then to the parish of Andorra la Vella, or to the parishes in which the lands are situated. Such conveyance shall be upon the terms that all the leases at the time outstanding shall remain in force; the lessees shall be bound to pay as rental such amount as may be agreed upon between them and the grantee of the reversion as a fair equivalent according to the circumstances of the time of the economic rent less any taxes and assessments required to be paid by the lessee, which by the terms of the lease should be paid by the lessor; in case the grantee and lessee cannot agree upon such equivalent, it shall be determined by arbitration. If at the time of the conveyance the payments to be made to the said Fiske Warren, or to any other person, for land acquired, have not terminated, the grantee shall continue bound to make such payments to the same extent to which the Trustees would have been bound to make payments.

NINTH: Wherever a reference to arbitration is provided in this instrument, such reference shall be to three disinterested persons, each party interested choosing one out of three persons named by the other, and the third being selected by the two so chosen; the award in writing of the majority of the referees shall be conclusive and final upon the parties.

TENTH: A notarial act signed by a majority of the Trustees, stating that certain persons constitute a majority of the members of the enclave, or reciting the existence of any fact the existence of which is required to authorize any action taken by the Trustees shall, as to third persons acting in reliance thereon, be conclusive evidence of such statement therein contained or of the existence of such fact.

ELEVENTH: The Trustees, whenever there is no organized Commu-

## *SANT JORDI*

nity in existence, may exercise all the powers of the same with all the faculties and limitations of this trust.

TWELFTH: Without intending to create hereby an obligation, the Trustees will provide that the Community of St. George shall form itself under the constitution annexed to this deed of trust.

## LEASE

THE Trustees of St. George, under deed of trust dated September 27, 1918, made before the notary, Don Domingo Palmitjavila y Moles, hereinafter called the lessors, which expression shall include their successors in trust whenever the context permits, hereby demise and lease unto \_\_\_\_\_ of \_\_\_\_\_, hereinafter called the lessee, which expression shall include the heirs, executors, administrators and assigns of the lessee, wherever the context permits, the following described parcel of land in St. George, Parish of Andorra la Vella, Republic of Andorra, to wit:

To HAVE AND TO HOLD for the term of \_\_\_\_\_ years, beginning A.D. 19 \_\_\_\_\_, upon the following terms and conditions: The lessee by accepting this lease becomes a member of the Community of St. George and accepts and covenants to be bound by the constitution and ordinances of said Community, and by all the provisions of said Deed of Trust including any amendments duly made thereto, and covenants with the lessors:

1. To pay annually in advance to the lessors, on the 25th day of March of each year, beginning the 25th of March next, as annual rent, a sum equal to the full economic rent for one year of said parcel of land, exclusive of improvements thereon, as such rent may from year to year be fixed by the Trustees or by the Community of St. George, in agreement with the lessee subject to revision by arbitration as provided in said deed of trust.
2. To pay to the lessors for whatever part of any natural resource shall be brought to the surface of the land an amount of money of a value equal to the value of such resource as it lay in the ground, every time that it is brought up, or at periods agreed upon by both sides. The amount payable shall be fixed by the Trustees or the Community in agreement with the lessee or by arbitration as provided in the deed of trust.



## *SANT JORDI*

3. To observe and comply with all the ordinances or rules enacted by the Community of St. George, and not to permit any person to remain on the premises who refuses to obey them.

4. To permit the lessors in their discretion, in the name and behalf of the lessee, to apply for and prosecute any proceedings for an abatement of any tax or assessment assessed to the lessee which under the terms of the lease would be payable by the lessors.

5. To permit all or any part of the leased premises to be taken by said Community in such manner as its form of organization provides for any public use for the Community upon payment of damages determined in the manner provided in said deed of trust.

6. During the continuance of this lease not to cut or intentionally injure or destroy any tree growing on the demised premises that is more than ten (10) centimetres in diameter at a point of forty-five (45) centimetres above the ground, without the written consent of the Trustees, except that trees which were not growing on the demised premises January 19, 1916, may be cut and removed by the lessee.

The lessors covenant with the lessee:

To apply all rent collected from premises leased by them under said Deed of Trust to the following objects in the order specified:

(A) To the payment in full, or ratably if they cannot pay in full, of all taxes and assessments upon all the land which is or shall be in the future under this trust, including the improvements on said land, whether fixed or movable, and all interest on any mortgage or any other charge which covers said land or a part thereof.

(B) To the objects and in the manner which the Deed of Trust, or any amendment thereof, may provide.

It is agreed by the parties hereto:

a. All improvements made by the lessee upon the demised premises shall be and remain the property of the lessee and may be removed by the lessee at any time before the termination of this lease, if the rent is not then in arrears, and may be sold by the lessee to any person with a like right of removal as if erected by him; any purchaser may in like manner and under the same conditions sell such improvements. The lessee or the purchaser of any improvements shall upon removing them be bound to leave the land in as

## *SANT JORDI*

good condition as when the improvements were first erected and the Trustees may require reasonable security therefor as a condition of permitting such removal.

*b.* This lease may be terminated at any time by the lessors for breach of any covenant by the lessee continued for thirty (30) days after notice in writing demanding performance, delivered at or posted on the premises, except that there shall be no such termination for breach of the lessee's covenant numbered 3, unless the ordinance or regulation violated is approved by the Trustees and declares that its violation shall be a cause for termination.

*c.* The lessee may at any time terminate this lease by not less than sixty (60) days' notice in writing delivered to or posted with postage prepaid to the Trustees, but such termination shall not release the lessee from obligation to pay the full year's rental if the termination takes place in the course of a year.

## CONSTITUTION

WE, lessees of the enclave of St. George, with the object of encouraging progress, industry and mutual helpfulness, organize or create our association under the following Constitution:

### MEETINGS

#### ARTICLE 1.

This Community is organized under the name of the Community of St. George, and its communal affairs, except as already provided for in the deed of trust, shall be administered by the lessees themselves and their associates in public meeting assembled, and by such officers as they shall elect.

#### ARTICLE 2.

Every person domiciled in the enclave shall be a member of the association and shall have a voice in the general meetings; but only those who are holders of leases or heads of families residing in the enclave shall have power of voting, and each shall have one vote which he shall give either personally, or by his representative, delegate or attorney, and minors by their tutor or guardian.

A general meeting shall be held every month, and it shall be on the last Saturday of each month, at 7.30 p.m., in a place designated

## *SANT JORDI*

for the purpose. Public notice shall be given of any change in the date, place or hour, whenever such shall occur, with the necessary preliminary interval.

In addition to this regular general meeting, the chairman of the Council shall call a special general meeting, whenever five or more of the residents or lessees shall demand it in writing over their signatures. The secretary of the corporation shall notify all lessees of such meeting, stating the time and object.

### COUNCIL.

#### ARTICLE 3.

The general meeting shall elect a Council consisting of three Representatives under the Hare System of proportional representation.

This Council shall serve until another is elected, and elections shall always be for the entire Council, and not for individual Representatives separately. Such election shall be held, whenever a majority of those voting in a meeting of the population determines to hold an election.

The Council shall elect its own chairman, and shall appoint a Treasurer, subject to confirmation by the meeting of the Community, a Clerk, and all such other officers as the meeting shall authorize.

The Council shall administer the affairs of the Community, subject to the authority of the meeting and the provisions of the Deed of Trust. It shall allot lands to applicants in the order of application, unless otherwise instructed by the meeting, and shall make yearly assessments of rent for the use of such lands, subject to appeal to the meeting. A statement of the aforesaid allotments and assessments shall be by them submitted to the Board of Trustees with the recommendation that corresponding leases be made out and rents collected.

All orders for the expenditure of communal funds shall be signed by some one of the Representatives and countersigned by another.

The Council shall appoint such standing committees and employ such persons as they may deem advisable, and undertake such public works, and expend such public funds as the village meeting may authorize.

### CLERK

#### ARTICLE 4.

The Clerk shall be appointed by the Council, and shall perform such clerical duties as may be assigned to him. He shall also serve as clerk of the general meeting, and shall keep minutes of such meetings, and submit them for correction or approval at the next meeting.

## *SANT JORDI*

He shall receive applications for land, and keep a record of the same in order of application.

### TREASURER

#### ARTICLE 5.

The Treasurer shall have charge of all communal funds not in the hands of the Trustees; shall keep accurate books of account, and shall submit the same for audit whenever requested. He shall pay out communal funds only upon an order made out and signed by any one of the Representers and countersigned by another.

He shall give such bond as may be required by the Council.

The accounts, both of the Trustees and of the Treasurer, shall be audited at least every six months by a committee of three appointed by the chairman of the general meeting.

### AMENDMENTS

#### ARTICLE 6.

This Constitution may be amended, altered or abrogated by a majority vote of those present at any regular or special meeting, provided that notice of such meeting shall have been sent to every lessee at least a week before.

#### ARTICLE 7.

This Constitution shall go into effect as soon as it shall be signed by the required number of lessees.

## ERRATA

*Page 8, line 11. For 11,000 acres read 1100 acres*

*Page 31, second column, line 1. For Miss H. Hameahs read Miss H.  
Hannahs*











UNIVERSITY OF CALIFORNIA LIBRARY

Los Angeles

This book is DUE on the last date stamped below.

---





3 1158 01031 3293

UC SOUTHERN REGIONAL LIBRARY FACILITY



**AA** 001 184 403 2

